

Supplier Code of Conduct

ELECTROGLOBAL SA · External document · September 2026

ELECTROGLOBAL works with suppliers that meet high standards of ethics, environmental protection and treatment of people. This code sets out the minimum requirements our suppliers must meet in order to do business with us. Compliance with it is not a recommendation, but a condition of the relationship.

1. Scope and binding character

The code applies to all suppliers of goods and services, subcontractors and business partners of the company, throughout the term of the contractual relationship and at all locations where they operate for us.

The requirements of this code constitute contractual obligations that are distinct from and independent of the commercial subject matter of the contract — price, quality, quantity or delivery time. They are incorporated into the contractual relationship through ELECTROGLOBAL's General Purchasing Terms and Conditions and, where applicable, through the sustainability clauses included in the contract. By accepting an order or by signing a contract, the supplier confirms that it has read, understood and complies with this code.

The supplier is responsible for compliance with these requirements in its own operations and passes equivalent requirements on to its own subcontractors and suppliers, making reasonable efforts to verify that they are applied upstream.

Consequences of a breach. Failure to comply with this code constitutes a failure to perform contractual obligations. Depending on the severity, ELECTROGLOBAL may require a corrective action plan with firm deadlines, may reduce allocated volumes, may suspend orders or may terminate the contract, without owing any damages for such termination. Serious breaches — in particular forced labour, child labour, human trafficking, corruption or pollution with major impact — justify immediate termination of the commercial relationship.

2. Human rights and labour practices

The supplier undertakes to respect fundamental human rights in all its operations, prevents any form of abuse and of complicity in abuse, and respects the rights of local communities affected by its activity. Specifically, the supplier:

- does not use **forced labour**, compulsory labour or labour in debt bondage, in any form of modern slavery, and does not take part in human trafficking;
- does not charge workers recruitment fees, does not retain their identity documents and does not restrict their freedom of movement; the employment relationship may be terminated by the worker subject to a reasonable notice period;
- does not employ **children** below the legal minimum working age and provides young workers with a safe environment, free from activities liable to harm their physical, mental, moral or social development and free from night work or hazardous work;
- complies with the **working time** provided for by applicable law; overtime is voluntary, appropriately remunerated and kept within legal limits, and workers receive the rest periods and the leave to which they are entitled;
- pays at least the **statutory minimum wage**, on time and without unjustified or disciplinary deductions, and informs each worker in writing of the remuneration conditions;
- recognises **freedom of association** and the right to collective bargaining, without discrimination against workers' representatives;
- prohibits any form of **discrimination** — on grounds of gender, age, ethnicity, religion, disability, sexual orientation, social background or any other ground — in recruitment, remuneration, training, promotion and termination of employment and prevents and sanctions **harassment**, including sexual harassment, as well as intimidation, verbal or physical abuse and corporal punishment, and treats every worker with dignity and respect;
- promotes diversity and equal opportunity in its own human resources policies.

3. Occupational health and safety

The supplier provides a safe and healthy working environment and applies documented precautionary measures: periodic risk assessment, to identify and eliminate hazards; free provision of appropriate personal protective equipment; procedures for emergencies, evacuation and first aid; initial and periodic training of workers, including temporary workers; and occupational health surveillance. The supplier records occupational accidents and occupational diseases, investigates their causes and implements preventive measures. When the supplier's personnel work at ELECTROGLOBAL locations, they additionally comply with our safety rules.

4. Environment

The supplier complies with all applicable environmental legislation, holds the necessary permits and actively manages its own environmental impact, preferably through a management system certified to ISO 14001 or equivalent. The minimum requirements are the following:

- **Energy and emissions.** The supplier pursues the reduction of energy consumption and of greenhouse gas emissions, improves energy efficiency and, where possible, uses energy from renewable sources. At ELECTROGLOBAL's request, it provides the data on energy consumption and emissions associated with the products and services delivered.
- **Resources and circular economy.** The supplier uses natural resources responsibly, in particular water and raw materials, and gives priority to products that are durable, repairable, recyclable or made with recycled content.
- **Waste.** The supplier applies the waste hierarchy — prevention, preparing for re-use, recycling, other forms of recovery — collects waste separately by stream, reduces packaging and hands over hazardous waste exclusively to authorised operators, keeping the corresponding records.
- **Chemical substances and pollution prevention.** The supplier manages hazardous substances safely, complies with the applicable regulations on chemical substances, including REACH and RoHS, provides safety data sheets and declarations of conformity, and prevents pollution of air, water and soil, including the risk of accidental spills.
- **Biodiversity.** The supplier minimises negative impact on natural habitats and avoids sourcing that contributes to illegal deforestation or to the degradation of protected areas.

5. Business ethics

- **Anti-corruption.** The supplier prohibits any form of bribery, acceptance of bribes, facilitation payments, trading in influence or other undue advantage, whether directly or through intermediaries, and complies with the applicable national and international anti-corruption legislation. Gifts and hospitality towards ELECTROGLOBAL personnel are limited to symbolic values and may not influence a commercial decision.
- **Conflicts of interest.** The supplier declares in writing any personal, family or financial relationship with ELECTROGLOBAL employees that could influence a purchasing decision.
- **Fair competition.** The supplier does not take part in agreements on prices, market or customer allocation or bid rigging, and does not engage in practices that distort competition.
- **Sanctions and export control.** The supplier complies with international sanctions regimes and with export control legislation and does not supply goods or services that would breach those regimes.
- **Prevention of money laundering.** The supplier does not engage in money laundering operations and does not finance, directly or indirectly, armed groups.
- **Responsible sourcing of minerals.** The supplier makes reasonable efforts not to use in its products tin, tantalum, tungsten or gold originating from conflict-affected and high-risk areas and makes available, on request, the traceability information it holds.
- **Data protection and confidentiality.** The supplier protects ELECTROGLOBAL's confidential information, ensures data security and complies with Regulation (EU) 2016/679 on the protection of personal data.
- **Intellectual property.** The supplier respects the patents, trademarks, copyright and trade secrets of ELECTROGLOBAL and of third parties.

6. Inclusive sourcing and fair treatment

ELECTROGLOBAL gives equal consideration to all bidders, regardless of size, origin or ownership structure, and does not discriminate against local suppliers, small and medium-sized enterprises or companies owned by women, by persons with disabilities or by other under-represented groups. We expect the same conduct from our suppliers in selecting their own subcontractors, as well as active policies to prevent discrimination and harassment within their own workforce.

7. Grievance mechanism

Any person — including workers of suppliers, of their subcontractors and members of affected communities — may report a breach of this code at sesizari@electroglobal.ro. The mechanism operates on three principles:

- **Accessibility.** The channel is publicly communicated, is permanently available and accepts reports in Romanian and in English.
- **No retaliation.** No person who reports in good faith may be sanctioned, dismissed, demoted or disadvantaged in any way. The supplier has the same obligation towards its own workers and may not take measures against those who contact us.
- **Confidentiality.** The identity of the person reporting is protected, anonymous reports are accepted, and information is disclosed only to the persons involved in the investigation.

Every report is registered, acknowledged within a maximum of 7 working days, investigated promptly and resolved with the necessary remedial measures.

8. Verification, non-conformity and improvement

ELECTROGLOBAL verifies compliance with this code through self-assessment questionnaires, through requests for documentary evidence and through on-site audits, carried out directly or through third parties, with reasonable prior notice. The supplier facilitates access to the relevant documents and records, as well as to its operating locations, and responds to requests for information within a reasonable time.

When a non-conformity is identified, the supplier draws up a corrective action plan with measures, responsible persons and deadlines, agreed by both parties. ELECTROGLOBAL supports suppliers that wish to progress, through the exchange of good practices and gives priority in volume allocation to suppliers with demonstrated sustainability performance. The consequences of failure to remedy are those set out in chapter 1.

9. Supplier confirmation

By signing this document or by selecting the “Confirm and Accept” option after completing the supplier’s details, the representative’s details, and the signing date, the supplier confirms that it has received, read, and understood the ELECTROGLOBAL Supplier Code of Conduct and undertakes to comply with it in full, under the conditions set out in Chapter 1.

Supplier name	[]
Name and position	[]
Signature and date	_____ Date: [_._.]

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