



International UK Ltd

# **SUPPLIER CODE OF CONDUCT**

## ABOUT THIS CODE

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers in the countries where we do business are of paramount importance to ERG International UK Ltd. These core principles are reflected in this Supplier Code of Conduct ("**Code**"), which establishes the minimum standards that must be met by any entity that supplies products or services to ERG International UK Ltd.

## DEFINITIONS AND SCOPE

In this Code:

**Supplier** means a company, partnership or individual that provides goods or services to ERG International UK Ltd.

**Worker** means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

**Representative** means the Supplier's suppliers, vendors, agents, and subcontractors who are involved in ERG International UK Ltd's supply chain.

## WHO MUST COMPLY WITH THIS CODE?

The Supplier shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it.

### SUPPLIER'S COMMITMENT

The Supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code will allow ERG International UK Ltd to terminate its relationship with the Supplier with immediate effect.

## 1. Compliance with laws and regulations and priority of standards

- 1.1 In carrying out its agreement(s) with ERG International UK Ltd, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and if applicable, the laws and regulations of any other

jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.

1.2 Competing standards shall be addressed as follows:

- (a) If there is a conflict between any applicable laws or regulations, the provisions of an agreement with ERG International UK Ltd and the provisions of this Code, the Supplier shall meet the most stringent standard.
- (b) If there is a conflict between the provisions of an agreement with ERG International UK Ltd and the provisions of this Code, the Supplier shall meet the more stringent standard.

**2. Updating this Code**

ERG International UK Ltd. has the right to modify this Code from time to time on giving the Supplier at least 30 days' notice in writing (writing includes email).

**3. Workforce issues**

- 3.1 **Slavery, human trafficking and child labour:** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force, including, but not limited to the Modern Slavery Act 2015, in any part of its supply chain. This obligation includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.
- 3.2 **Human rights:** The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.
- 3.3 **Equal opportunities:** ERG International UK Ltd. is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.
- 3.4 **Health & Safety and Working environment:** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to

prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

#### **4. Data protection and information security**

4.1 The Supplier shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on ERG International UK Ltd's behalf.

4.2 The Supplier shall have in place appropriate measures to:

- a) protect the integrity and confidentiality of information (including information belonging to or supplied by ERG International UK Ltd held on its systems (which include physical and online or electronic systems); and
- b) ensure that there is no unauthorised access of the information by third parties, including its Representatives.

#### **5. Environmental responsibility**

5.1 The Supplier shall ensure that:

- a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

5.2 The Supplier shall have in place a suitable environmental management system for managing all environmental risks from its operations, including raising awareness and training workers in environmental matters.

#### **6. Bribery and corruption**

6.1 The Supplier shall comply with all applicable laws, statutes, and regulations relating to the prevention of bribery and corruption (including but not limited to the UK Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- a) bribes, facilitation payments, kickbacks or illegal political contributions;

- b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- c) any other unlawful or improper payments or benefits.

## **7. Unfair business practices**

The Supplier shall comply with all applicable competition laws, including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

## **8. Quality Management**

The Supplier shall deliver products and services that meet applicable quality and safety standards.

## **9. Procuring and managing Representatives**

9.1 With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of ERG International UK Ltd's upstream supply chain. At a minimum, the due diligence must include the following:

- a) investigations into prospective Representatives' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment;
- b) risk assessments for countries from which materials, components or finished goods are sourced; and
- c) the prospective Representative's ability to meet the requirements and principles that are covered in this Code.

9.2 In its dealings with Representatives, the Supplier shall:

- a) ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- b) ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
- c) pay its Representatives promptly, with the maximum payment period being 45 days.

## **10. Training**

- 10.1 The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.
- 10.2 The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to ERG International UK Ltd on request.

## **11. Certifying compliance and audit**

The Supplier shall confirm to ERG International UK Ltd., on request, that:

- a) it has appropriate systems in place to monitor its compliance with this Code; and
- b) it is able to comply with this Code for the duration of its relationship with ERG International UK Ltd.

## **12. Compliance with Code, Self-monitoring and reporting breaches**

- 12.1 The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to the Group General Counsel/Company Secretary, ERG International UK Ltd.
- 12.2 The Supplier shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.
- 12.3 The Supplier shall confirm that it has a mechanism in place to receive and address grievances and claims related to compliance with this Code.
- 12.4 The Supplier shall fully cooperate with any required audits and assessments to ascertain its compliance with this Code.


## **13. Breach, remediation and termination**

- 12.1 Where ERG International UK Ltd becomes aware of a breach of this Code by the Supplier or its workers, ERG International UK Ltd may take remedial actions, including but not limited to the following:
- a) immediately terminate its business relationship with the Supplier (including any contracts); or
  - b) require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code and present it to ERG International UK Ltd within a specific period of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe

or fails to implement it within a reasonable time, ERG International UK Ltd may immediately terminate its business relationship with the Supplier (including any contracts). ERG International UK Ltd may in its absolute discretion provide the Supplier with support and resources to assist with remediation. ERG International UK Ltd may also suspend the business relationship with the Supplier while remediation is ongoing.

13.2 Where ERG International UK Ltd becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, ERG International UK Ltd may either:

- a) terminate its business relationship with the Supplier (including any contracts);  
or
- b) require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable time, ERG International UK Ltd may immediately terminate its business relationship with the Supplier (including any contracts). ERG International UK Ltd may in its absolute discretion provide the Supplier and Representative with support and resources to assist with remediation. ERG International UK Ltd may also suspend the business relationship with the Supplier while remediation is ongoing.

Signed:   
Justine Brazil, Chief Legal Officer & Company Secretary  
ERG International UK Ltd

Date: 14-01-25

