



# Supplier Code of Conduct

ACO Ahlmann SE & Co. KG

Version as of: 01/2024

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ACO Group headquarters in Rendsburg/Büdelisdorf

## Introduction

ACO is one of the world's leading WaterTech companies, in particular for rainwater and waste water management. The ACO Group has 1,700 employees in Germany plus 3,800 at more than 50 locations worldwide. As a company of this size, ACO is subject to employment and commercial law regulations such as the German Money Laundering Act or the German Unfair Competition Act. From January 2024, we shall also come under the scope of the German Supply Chain Due Diligence Act (LkSG).

In brief, the LkSG places us under obligation to identify and address risks in our business relationships for people and the environment along our supply chains by way of the introduction of a risk management system. This is aimed at preventing human rights or environment-related risks. In the event that such risks have already taken root, our task is to eliminate them. If serious efforts are unsuccessful in that regard, processes to bring about remedial action are initiated with a view to at least minimizing the effects of identified risks and violations. All this is only possible if we engage in continual exchange with our contracting parties.

If you are classified as a small or medium-sized enterprise (SME) and, therefore, are not yet directly under obligation in accordance with LkSG, we will need to incorporate you in honouring our own diligence obligations in accordance with the German Supply Chain Due Diligence Act.

As a result, we shall be meeting the legal requirements. However, as a company that is already under obligation by law, we remain responsible for honouring the diligence obligations placed on us. We do not intend or wish to pass these obligations on to you but rather address them jointly with you.

Alternatively, if you are already under obligation in accordance with LkSG as a result of your company size, we assume that you, like us, have in your own business area

- Introduced a risk management system in accordance with LkSG, Section 4(1), LkSG,
- Specified internal company responsibilities (Section 4(3)),
- Regularly conduct risk analyses, Section 5,
- Issued a policy statement (Section 6(2)),
- Incorporated preventive measures in the own business area, Section 6(1) and (3), and in dealings with direct suppliers, Section 6(4),
- Adopted remedial action Section 7(1) to (3),
- Put in place a complaints system (Ombudsman), Section 8,
- Implemented diligence obligations in relation to risks regarding direct suppliers (Section 9)
- And maintain documentation (Section 10(1)) and reporting (Section 10(2)).

According to our diligence obligations, we undertake to assess not only our suppliers under obligation in accordance with LkSG, but also those who are not (yet) under obligation, in the form of a specific risk analysis based on the protective areas set out in LkSG, and document such an assessment.

In the event of indications of potential risks from protective goods, we shall clarify the fundamental facts jointly with you in a manner characterised by partnership, irrespective of your company size, and draw up and implement suitable prevention or remedial action in our common business area.

We are therefore requesting certain information from you, irrespective of your company size, at the beginning of our business relationship.

For example,

- Whether or not you conduct your own risk analysis when selecting your direct suppliers,
- In this context, whether or not for your part you have been able to identify risks of protective goods based on LkSG,
- The methods, processes and measures that ensure in your own business area and those of your own direct suppliers that the human rights and environmental standards specified by LkSG are complied with. As a result of your daily operations, you will be familiar with many of these processes, i.e. they are self-evident.

As part of this we are, of course, not making any demands in relation to your company size that are obviously not commensurate with your organisation, finances or personnel.

We are not asking you to give any vague (or obvious) assurances by way of which you broadly assure a lack of specific risks along the supply chain to release us from liability and approve our activities.

Moreover, the goal is to jointly achieve continual quality assurance along the supply chain in accordance with the human rights and environmental standards specified by LkSG. That starts in our own business area. Our Supplier Code of Conduct extends beyond this to include further economic law compliance matters.

As specified in LkSG and the German Whistleblower Act, we have set up a complaints section in our corporate website, which you can find on the bottom control bar of the ACO website [www.aco.com](http://www.aco.com).

Of course, you can also continue to contact us directly with your questions and concerns via your usual contact persons.

We are convinced that the collaboration with us as a company that is already under obligation in accordance with LkSG will also have tangible benefits even if you are not yet under obligation in accordance with LkSG.

For example, you will benefit from the know-how of our risk management system. We use an AI-based platform, which can fall back on a huge amount of sector-specific public data to place our risk management system on a solid footing.

As a result, as a smaller company you can, under certain circumstances, identify early on and address unrecognised risks in your own business area. For you, that can mean that you gain and further expand a tangible benefit in competition, in particular if, in addition to us, you supply companies that are under obligation in accordance with LkSG.

Breaking new ground with you. That is, actually, also the goal of LkSG and this Supplier Code of Conduct.



## Supplier Code of Conduct – diligence obligations

The diligence obligations set out in LkSG and general economic law initially apply to our own business area. Therefore, they refer to all our activities involving the manufacture and use of products and the rendering of services, irrespective of whether or not they occur at a location in Germany or abroad.

From the LkSG perspective you are simultaneously our contracting party to a contract on the supply of goods or the rendering of services, the deliveries of which are required for the manufacture of our company's product or the rendering and utilisation of the respective service.

As our direct supplier, you are, like us, an entrepreneur pursuing an individual corporate goal and to that end, where applicable, using own suppliers. These are our indirect suppliers.

The supply chain within the meaning of this law refers to all products and services of a company. It includes all steps in Germany and abroad that are required to manufacture the products and render the services, starting with the extraction of raw materials to supplying end customers, and covers the activities of a company in its own business area, the activities of a direct supplier and the activities of an indirect supplier.

If you would like to directly obtain detailed information about the list of LkSG obligations, you will find the specific and conclusive diligence obligations of the German Supply Chain Due Diligence Act, which we are required to comply with, here.

To meet the complex LkSG requirements, we use the "Integrity Next GmbH" service provider, which uses an AI-based database to compare countless publicly available information about risks to the environment and people caused by business activities with the names of suppliers and the list of obligations under Section 2, LKSG. A traffic light system gives us an initial but thorough overview of potential risks along the supply chain. We know that many of our customers and suppliers now also call on the services of appropriate service providers.

Information from the software enable us to contact you directly and clarify the underlying facts with you. Personal contact with you, our suppliers, is at all times our top priority, regardless of obligations.

We would like to explain ACO's basic understanding of mutual, fair and legally compliant conduct below. In that respect, we have deliberately attempted to word the text using terms that are clear and occasionally non-legalistic in the context of the best possible mutual understanding.

In our Supplier Code of Conduct, we concentrate on those regulations that we consider to be meaningful for an evaluation following a concrete risk analysis of our common business area, which is typical for our industry. This does not mean that other types of risks may not arise from time to time, which must, of course, be addressed.

# Corporate responsibility

ACO was established in 1946 in Rendsburg, Büdelsdorf, from a division of the former Carlshütte iron foundry from 1827. Carlshütte was one of the first industrial companies in Schleswig and Holstein, and a leading company for social services at the time. The company that was established more than 75 years ago by founder Josef-Severin Ahlmann is now run by the third generation of the Ahlmann family. The huge responsibility that the Ahlmann family, and therefore the entire ACO family, feels towards its employees, customers and, of course, our environment, is based on this long entrepreneurial history and future.

Below we address some of the key aspects of our shared corporate responsibility.

## Resources

We use resources consciously and economically, and take active steps to ensure that our business activities have an appropriate impact on the natural environment and its resources. In that respect, we rely on the cooperation of our contracting parties, in particular you, our direct suppliers. By way of jointly established, effective supply chains, we honour many aspects of sustainable, resource-conscious management.

## Conflicts of interest

In the event that conflicts of interest become apparent, we ask you to communicate them early on. This enables us to join forces to find solutions to ensure a compliant business relationship. In this case, no cause is too small or too great. It is at all times beneficial to deal with situations directly. Conflicts of interest can arise, for example, in business activities in a close regional or factual competitive relationship or even in long-standing business relationships. Examples of conflicts of interest include secondary employment of employees outside the company, transactions in which personal discounts or other benefits are offered, business relationships with relatives or companies in which relatives are employed and shareholdings in other companies.

## Combating corruption

Corruption, bribery or other anti-competitive measures and agreements to influence or distort the market are unacceptable without a doubt. ACO and its contracting parties stand for successful and sustainable business activities that stand out from the competition by way of quality, innovation, service, knowledge and partnership.

## Prohibition of bribery

As is the case with all our trusted business partners, directly or indirectly offering or granting of improper advantages (bribery) and soliciting or accepting such advantages (corruptibility) are unacceptable. This applies to all business transactions, both with public authorities and their representatives and in dealings with other companies and individuals in the private sector in Germany and abroad.

## Export control

Compliance with all applicable national and international laws, embargo regulations and financial sanctions in the area of export control is standard practice for us and our business partners.



### Money laundering

The German Money Laundering Act (“Act on the Tracing of Profits from Serious Crimes”) places us and our contracting parties under obligation to establish appropriate business and customer-related internal security measures. Above all, this entails managing and mitigating the risks of money laundering and terrorist financing in the form of policies, procedures and controls. Such measures are appropriate.

if they correspond to the respective risk situation and adequately cover potential risks. Therefore, as we ensure that we obtain substantiated and appropriate information about our contracting parties in accordance with the German Money Laundering Act, we also ask our business partners to do the same.

### Fair competition

Observing the basic rules of fair, appropriate and free competition is one of the cornerstones of successful entrepreneurship. Violations of antitrust regulations can have serious consequences for the companies involved. The legal consequences of such infringements include, for example, significant fines, compensation payments and even prison sentences for personally liable managing directors as well as reputational damage. In addition to written agreements, verbal agreements can also violate competition and antitrust law.

Appropriate risk management systems and training of management and employees in place at both contracting parties create awareness of the risks of antitrust law violations in emerging and current business relationships. Agreements which, as a result of intention or result, lead to an exchange of confidential information between the respective business partners and which could determine or exert influence on competitive behaviour in the market and directly or indirectly restrict competition are prohibited without exception.

These include, in particular,

- The setting of prices or price components, such as price reductions or increases, discounts and bonuses, etc.
- Agreements on delivery quantities or profit margins and sales campaigns
- Dividing up markets or customers or boycotting other market participants
- The disclosure of information or agreements on costs, such as production or transport costs, raw material costs or surcharges
- Agreements in the course of public or private tenders, in particular, the submission of cover or sham bids, or the agreement not to submit a bid in a particular tender.
- Agreements in the course of public or private tenders, in particular, the submission of cover or sham bids, or the agreement not to submit a bid in a particular tender.

### **Gifts and benefits**

There are various forms of unauthorised and improper advantages and gifts: gifts, material goods and services, but also invitations or shopping opportunities at non-arm's length conditions. It is important to ensure that benefits that are likely to exert an influence on a proper decision or that violate a law or a regulation may neither be accepted nor offered. The only exceptions are low-value gifts that are customary in the industry, such as hospitality as part of business practices.

### **Dealing with donations and sponsoring**

Donations, i.e. contributions on a voluntary basis, without the expectation of anything in return or providing sponsorship, are made as part of the applicable legal system and in accordance with the company's internal regulations. Donations are made transparently. Therefore, the purpose, recipient and donation confirmation regarding the donation recipient are documented and verifiable. Conflicts of interest may not arise from such donations.

### **Data protection and data security**

Protecting confidential, secret and personal data is one of the basic requirements of today's supply relationships characterised by electronic processing, address and communication systems. Personal data are collected, stored and processed in accordance with the General Data Protection Regulation (GDPR). Compliance with these requirements is ensured by a data protection officer.

### **Professional secrecy**

Confidential information, including trade and business secrets, is appropriately protected and may only be used to honour the obligations arising from our business relationship. This also applies, in particular, to confidential information that can only be derived by way of so-called "Reverse engineering." This means by observing, examining, de-constructing, testing or comparable procedures of evaluation ("Reverse Engineering") from the confidential information made available for the performance of the contract, or on the occasion of the performance of the contract and which is in the lawful possession of the observing, examining, de-constructing or testing party due to the underlying contractual relationship.

### **Intellectual property**

Intellectual property is a valuable asset of the respective authorised party, which must also be protected by the contracting parties of the respective authorised party against unauthorised use by and disclosure to unauthorised third parties. This includes, in particular, trade secrets, copyrights, trademarks and logos, intellectual properties (IP rights, in particular trademarks, utility models, patents and design rights), customer and sales lists, business opportunities and product specifications. Recipients of such information do not assert any rights to it that have not been expressly agreed in a contract.





## Social responsibility

Human rights are fundamental values of our society. We treat all people with courtesy, fairness and respect. Unequal treatment of employees in employment based on inappropriate criteria that are not justified by the requirements of the employment itself is also inadmissible in our business relationships. The same applies to legally inadmissible selection criteria under the applicable legal system of the place of employment.

### Voluntary nature of work

All work must be performed voluntarily, with due regard for the safety and dignity of the employees and without economic exploitation or oppression, in particular without the threat of punishment in the event of non-performance of the work. Exceptions are work and services that are compatible with Article 2(2) of Convention No. 29 of the International Labour Organization dated 28 June 1930 (German Federal Gazette 1956 II p. 640, 641) or Article 8, letters b and c, International Covenant on Civil and Political Rights dated 19.12.1966 (German Federal Gazette 1973 II p. 1533, 1534).

### Prohibition of child labour

The minimum age for the admission of children to employment shall be determined by the age at which compulsory schooling ends in accordance with the law of the place of employment, whereby the age of employment may not be less than 15 years. This shall not apply if the law at the place of employment varies from this in compliance with Article 2(4), and Articles 4 to 8 of Convention No. 138 of the International Labour Organization dated 26 June 1973 concerning the minimum age for admission to employment (German Federal Gazette 1976 II p. 201, 202). Effective risk management along the supply chain also protects children under the age of 18 in accordance with Article 3 of Convention No. 182 of the International Labour Organization dated 17 June 1999 (Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour). As part of our business relationships, it is fundamentally important to us to ensure that young people in our employment have reached the applicable age limit.

### Safety at the workplace

ACO and its supply chains adopt a safety first approach. Compliance with the occupational health and safety obligations applicable under the law of the place of employment is, therefore, essential. Efforts must be made to ensure that there is no risk of accidents at work due to inadequate safety standards, for example

- Lacking standards in the provision and maintenance of the workplace or workstation
- Lacking suitable protective measures to prevent the effects of chemical, physical or biological substances
- Lacking measures to prevent excessive physical and mental fatigue, in particular due to unsuitable work organisation in relation to working hours and rest breaks or inadequate training and instruction of employees

With regard to safety at the workplace, not only the technical risks, but also the safety risks arising from human interaction, for example between supervisors and employees, are to be taken into consideration. We jointly protect and guarantee the mental and physical integrity of every employee without limitations.

**Freedom of association and protection of interests**

The free establishment, joining and membership of a trade union by employees in accordance with the law of the place of employment, including the right to strike and engage in collective bargaining, must not be used as a reason for unjustified discrimination or retaliation. Trade unions are to be permitted to operate freely and in accordance with the law of the place of employment.

**Fair working conditions**

Fair wages shall not be withheld. Fair wages shall be at least the minimum wage established by the applicable law and shall otherwise be determined by the law of the place of employment. Work of equal value shall be remunerated by way of equal pay. Employment contracts shall not be terminated without a legally recognised reason for termination and in accordance with the corresponding legally permissible procedure.



## Ecological responsibility

Ecological responsibility focuses, in particular, on protecting people and preserving their health and livelihoods. This means that these inalienable rights of people to their livelihoods go beyond the commercial use of a region and exploitation of its resources. Neither land, forests nor waters, the use of which secures people's livelihoods, may be permanently destroyed or significantly impaired by commercial activities. Harmful soil changes, water and air pollution and noise emissions, as well as excessive water consumption, are not permitted if this harms the health of persons or farm animals, significantly impairs the natural basis for the production of food or prevents the access of persons to safe drinking water or adequate, hygienically safe sanitary facilities.

Any action or omission in violation of an obligation that is directly capable of impairing a protected legal position in this sense in a particularly serious manner, and the unlawful nature of which is obvious in a reasonable assessment of all the circumstances in question, is inadmissible.

### Environmental protection

The continual improvement of the environmental compatibility of products along their supply chain is a common task. This entails, in particular, reducing the use of natural resources throughout the entire life cycle of the products.



### Dealing with conflict minerals

With regard to the conflict minerals tin, tungsten, tantalum and gold, as well as for other raw materials such as cobalt, along the supply chain standard processes are in place in compliance with the Organisation for Economic Co-operation and Development's (OECD) Guiding Principles on Due Diligence to Promote Responsible Supply Chains for Minerals from Conflict and High-Risk Areas.

Extreme care shall be taken to prevent environmental risks arising from a situation in which there is a reasonable likelihood of violation of any of the following prohibitions based on factual circumstances:

1. The ban on the manufacture of mercury-added products in accordance with Article 4 (1) and Annex A Part I of the Minamata Convention on Mercury dated 10 October, 2013 (German Federal Gazette 2017 II p. 610, 611) (Minamata Convention);
2. The ban on the use of mercury and mercury compounds in manufacturing processes within the meaning of Article 5(2) and Annex B Part I of the Minamata Convention from the phase-out date specified in the Convention for the respective products and processes;
3. The prohibition of the treatment of mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention;
4. The ban on 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 (German Federal Gazette 2002 II p. 803, 804) (POPs Convention), last amended by the decision dated 6 May 2005 (German Federal Gazette 2009 II p. 1060, 1061), as stated in the version of the Regulation (EU) 2019/1021 of the European Parliament and of the Council dated 20 June 2019 on persistent organic pollutants (OJ L 169, 26.5.2019, p. 45), which was last amended by Commission Delegated Regulation (EU) 2021/277 dated 16 December 2020 (OJ L 62, 23.2.2021, p. 1);
5. The prohibition of non-environmentally sound handling, collection, storage and disposal of waste in accordance with the rules applicable in the applicable jurisdiction under the provisions of Article 6(1)(d)(i) and (ii) of the POPs Convention
6. The prohibition of exports of hazardous waste within the meaning of Article 1(1) and other waste within the meaning of Article 1(2) of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal dated 22 March 1989 (German Federal Gazette 1994 II p. 2703, 2704) (Basel Convention), last amended by the Third Ordinance amending the Annexes to the Basel Convention dated 22 March 22 1989 dated 6 May 2014 (German Federal Gazette II p. 306, 307), and within the meaning of Regulation (EC) No. 1013/2006 of the European Parliament and of the Council dated 14 June 2006 on shipments of waste (OJ L 190, 12.7.2006, p. 1) (Regulation (EC) No. 1013/2006), last amended by Commission Delegated Regulation (EU) 2020/2174 dated 19 October 2020 (OJ L 433, 22.12.2020, p. 11)
  - a) To a Party that has prohibited the import of such hazardous and other waste (Article 4(1)(b) of the Basel Convention)
  - b) To an importing country as defined in Article 2(11) of the Basel Convention that has not granted its written consent to the specific import, if that importing country has not prohibited the import of that hazardous waste (Article 4(1)(c) of the Basel Convention)
  - c) To a non-Party to the Basel Convention (Article 4(5) of the Basel Convention),
  - d) To an importing country if such hazardous waste or other waste is not managed in an environmentally sound manner in that country or elsewhere (Article 4(8), first sentence, of the Basel Convention);
7. The prohibition of exports of hazardous waste from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII (Article 4A of the Basel Convention, Article 36 of Regulation (EC) No 1013/2006); and
8. The prohibition of imports of hazardous waste and other waste from a non-party to the Basel Convention (Article 4(5) of the Basel Convention).

### Product safety

The quality of our products is not least based on compliance on the part of our company and our contracting parties with the statutory requirements regarding product safety. The products are properly marked and all safety-relevant requirements are communicated without request. This includes making available safety-relevant documents such as product information, safety data sheets as well as reporting and licensing confirmation (where relevant).

### Resource conservation and climate protection

As a WaterTech company, at ACO we ensure jointly with our contracting parties that resources along the supply chain are used expediently, sparingly, sustainably and, where possible, with a view to circular use. By way of continual adjustments to production, maintenance and plant processes, we control the intensity and quantity of the use of these materials. This also applies to the conservation of materials and recycling of waste. Innovative process improvements can play a key role in reducing waste and emissions, saving resources, lowering energy consumption and reducing costs. While we cannot and do not wish to impose specific measures on our business partners in their business area, not least because processes are highly individualised and in some respects protected by trade secrets, we continually encourage them to work together to find the most resource-efficient way and establish sustainable improvement processes.

### Waste and emissions

By way of appropriate systems, we ensure the safe handling, movement, storage, recycling, reuse and management of waste, air emissions and waste water and expect the same from our contractors along the supply chain. Any activity that has the potential to affect human or environmental health is monitored by way of controls commensurate with the hazard and its potential for harm before substances are released into the environment. An emergency protocol is in place for the accidental release of substances into the environment.

### Energy consumption and efficiency

We are all aware of the limited nature of our resources. Therefore, we document and monitor the company's energy consumption and focus on optimising the energy efficiency of processes wherever possible and minimizing energy consumption as much as we can. We expressly welcome the use of "Green electricity," for example, as well as the development and use of other products and processes classified as climate-friendly, which reduce energy consumption and the use of raw materials along our products' supply chain.



## Reporting, monitoring and sanctioning

We and you implement risk management systems that reflect the size of our companies and our legal obligations. This enables us to ensure compliance with all laws applicable to our business relationship, including those relating to the protection of people and the environment.

### Legal and other requirements

Our suppliers and business partners are committed to complying with all applicable laws, regulations, contractual obligations and general standards.

### Documentation

It is crucial for us to have access to documentation appropriate to the size of your company and, therefore, to be able to honour our reporting obligations in dealings with BAFA (Federal Office of Economics and Export Control). By way of mutual agreement, we may be permitted to review the documentation.

### Training and competencies

To provide managers and employees with an appropriate level of knowledge and understanding of the contents of this Supplier Code of Conduct, the applicable law and regulations as well as generally recognised standards and the implementation in suitable processes, we and you establish suitable training and education courses in line with the size of our company.

### Identification of grievances

As specified by the LkSG and the German Whistleblower Protection Act, we have set up a complaints section on our corporate website, which you can find on the lower control bar of our ACO website [www.aco.com](http://www.aco.com). There you can anonymously submit information as well as suggestions at any time. Of course, you can also continue to contact us directly with your questions and concerns via your usual contact persons.

### Communication of sustainability criteria in the supply chain

As our contracting party, we ask you to communicate the principles that are incorporated in this Supplier Code of Conduct, to your supply chain, in particular your direct suppliers, to ensure a symmetrical level of knowledge.

### Risk management

Our risk management systems ensure appropriate mechanisms are in place to identify, assess and deal with risks as well as compliance in conjunction with all laws that apply to our business relationship. Including those for the protection of people and the environment. This also includes appropriate documentation which, where applicable, can be used as part of an audit to conduct a review.

### Crisis management

You are to contact us as soon as possible in the event of compliance violations.



## Last word

Please read this Code of Conduct and confirm that you shall comply with it.

- In that respect, you grant us the right to review and audit compliance with this Code of Conduct and in accordance with the statutory and contractual requirements that form the basis of our contractual relationship.
- You are to notify us without delay of violations of this Code of Conduct and sufficiently probable violations of human rights and detrimental effects on the environment.
- You are to notify us of facts about which we have received information as part of our risk management concerning potential risks, and support us to actively honour our diligence obligations in accordance with LkSG and other statutory compliance regulations.
- We reserve the right to review the content of this Code of Conduct on an ongoing basis according to changing regulations and new knowledge of potential risks and, as required, adjust it in line with such new circumstances and requirements.

In the event of serious violations of this Code of Conduct, we reserve the right to directly implement remedial action.

## Annex 1 to the Supplier Code of Conduct: Declaration of Compliance

### By way of our signature, we hereby confirm the following:

We have received and taken note of ACO's Supplier Code of Conduct. We undertake to comply in full with its content, requirements and principles.

Annex 1 of this Supplier Code of Conduct must be signed by the relevant executives or a person with signing authority and returned in digital form to ACO.

This can be done either via the e-mail address: **sustainable@aco.com** or via the digital platform Integrity Next.

Name

Name

Function

Function

Company name

Company name

Company address

Company address

Place, date

Place, date

Signature

Signature

# ACO. we care for water

Intelligent drainage systems from ACO increasingly use smart technology to ensure that rainwater and wastewater are drained, or temporarily stored. With innovative separation and filter technology, we prevent water contamination. We accept the challenge of reusing water, and thus establishing a resource-saving cycle.

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