

# Supplier Code of Conduct 供应商行为准则

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## 1. Introduction

Magneto Special Anodes B.V. ('Magneto') is committed to ensuring environmental and social sustainability in our operations while providing essential electrochemical solutions for the cleantech industry. Our products facilitate the green transition, and we believe that responsible leadership in economic, environmental, and social domains can drive growth and foster development in the countries and communities where we operate. We recognize our responsibility to uphold and promote the following principles in our global business practices, and we expect the same from our partners and suppliers: the principles of the UN Global Compact, the International Labour Organization's (ILO) Declarations, the OECD Guidelines for Multinational Enterprises, and the UN Guiding Principles on Business and Human Rights.

## 1. 简介

马赫内托特殊阳极（以下简称“马赫内托”）致力于在运营中践行环境与社会可持续发展的承诺，同时为清洁技术行业提供必要的电化学解决方案。我们的产品推动了绿色转型，我们坚信，在经济、环境与社会领域秉持负责任的引领态度，能够推动自身发展，并促进我们业务所在国家和社会的发展。我们深知在全球商业实践中肩负着维护和促进以下原则的责任，并期望我们的合作伙伴和供应商共同遵守：联合国全球契约组织原则、国际劳工组织（ILO）宣言、经济合作与发展组织（OECD）跨国企业指南以及联合国商业与人权指导原则。

## 2. Purpose of the Code

The purpose of this Supplier Code of Conduct is to define minimum sustainability requirements and efforts for all Suppliers. The following matters are covered herein:

- 1: Human Rights
- 2: Labour Standards
- 3: Business Ethics
- 4: Conflict Materials
- 5: Environment and Climate Change

## 2. 准则目的

本《供应商行为准则》旨在明确规定所有供应商应遵守的最低可持续发展要求及应尽的努力。本准则涵盖以下事项：

- 1.人权
- 2.劳工标准
- 3.商业道德
- 4.冲突矿产
- 5.环境与气候变化

## 3. Scope / Applicability / Violation

The Supplier Code of Conduct applies to all Suppliers that deliver goods and/or services to Magneto, including their respective employees and representatives, hereinafter individually and collectively referred to as "Supplier". This Code of Conduct shall always apply to contracts and other forms of cooperation. Any breach of the Code of Conduct constitutes a contractual breach. If the Supplier becomes aware of any violations of this supplier code of conduct it is expected to inform Magneto without undue delay. Where permitted by law, concerns may be reported. Magneto reserves the right to take any available legal actions, without prior notice of default or intervention of a court of law, following a violation of the Code including but not limited to terminating any and all agreements with the Supplier. The Supplier is expected to collaborate with Magneto in case of investigation and is expected to not retaliate against anyone who reports suspected business misconduct.

### 3. 范围/适用性/违规行为

本《供应商行为准则》适用于所有向马赫内托交付产品和（或）服务的供应商，包括其员工和代表，以下单独或统称为“供应商”。本行为准则始终适用于合同及其他形式的合作。任何违反本准则的行为均构成合同违约。如果供应商发现任何违反本准则的行为，应立即通知马赫内托。在法律允许的情况下，可针对相关问题进行举报。马赫内托保留采取一切合法措施的权利，包括但不限于终止与供应商的所有协议，且无需事先通知违约或经过法院干预。供应商应在调查过程中配合马赫内托，并不得对任何举报疑似商业不当行为的人员进行报复。

#### 4. General Requirements

##### *Management System and Responsibility*

Magneto's Suppliers are expected to comply with all applicable laws, regulations and rules, and the requirements set out in this Code. Suppliers are also responsible for ensuring that their employees, agents, sub-contractors and representatives comply with these requirements and that they have a management system in place to oversee the elements of this Code.

#### 4. 一般要求

##### *管理体系与责任*

马赫内托的供应商应遵守所有适用的法律、法规和规则，以及本准则中的要求。供应商有责任确保其员工、代理商、分包商和代表遵守这些要求，并建立相应的管理体系以监督本准则各项要求的执行。

##### *Compliance*

Compliance with the requirements set forth in this Code are mandatory, even when these requirements stipulate higher standards than those required by regulatory requirements or the Supplier's own code of conduct. Suppliers should act in accordance with international and industry standards and best practices and continuously improve to meet the higher standard.

##### *合规性*

即使本准则中的要求高于法规要求或供应商自身行为准则的规定，也必须强制遵守。供应商应根据国际、行业标准及最有利于实践的准则行事，并持续改进以达到更高标准。

##### *Efforts*

Supplier shall undertake best efforts to ensure compliance with this Code.

## 努力

供应商应尽最大努力确保遵守本准则。

### 5. Specific Requirements

#### 5.1 Human Rights and Labor Standards

##### *Human Rights*

Magneto expects Suppliers to respect internationally recognized human rights. Employees of the supplier shall not be subjected to mental or bodily harm in the workplace. The supplier commits to prevent, mitigate or remedy adverse human rights impacts which the supplier causes or contributes to, directly or indirectly, throughout the supplier's value chain. This may be achieved through a human rights due diligence. The Supplier treats its employees with dignity and respect. Discrimination or harassment based on race, ethnicity, gender identity, physical disability, sexual orientation, religion, or any other characteristic protected by applicable law is not tolerated.

### 5. 具体要求

#### 5.1 人权与劳工标准

##### 人权

马赫内托期望供应商尊重国际公认的人权标准。供应商确保其员工不在工作场所遭受精神或身体伤害。并承诺在其价值链各环节中，预防、减轻或补救其直接或间接造成或促成的人权负面影响。通过开展人权尽职审查机制实现这一目标。供应商应以尊严和尊重对待员工。严禁基于种族、民族、性别认同、身体残疾、性取向、宗教或任何其他受到适用法律保护的属性而进行的歧视或骚扰行为。

##### *Child Labour*

Suppliers are expected to prevent all forms of child labour and respect children's rights to personal development and education. The minimum working age of 15 years or the legally prescribed minimum work age, if higher. Supplier is encouraged to have adequate policies, such as a proper Human Resources due diligence, to achieve this.

##### 童工

供应商应杜绝一切形式的童工，并尊重儿童的个人发展和受教育权利。供应商须确保最低工作年龄不低于15周岁或法律规定的最低就业年龄。鼓励供应商制定适当的政策，如完善人力资源尽职调查，以实现这一目标。

##### *Modern Slavery and Forced Labour*

No allowance or tolerance for any form of modern slavery, including forced labor, in own operations or through the value chain. Supplier is encouraged to have adequate policies and due diligence to achieve this.

##### 现代奴隶制与强迫劳动

严禁在自身运营还是其价值链各环节中存在任何形式的现代奴役，包括强迫劳动。鼓励供应商制定适当的政策和开展尽职调查以实现这一目标。

#### *Health and Safety*

Suppliers must ensure that all employees and individuals working under their control are offered a healthy and safe workplace, and the Supplier is committed to zero fatalities or high-consequence incidences. Employees should, for example, be adequately informed of and provided with applicable safety protocols to reduce the risk of fatalities.

#### **健康与安全**

供应商必须确保其管辖范围内的所有员工及个人享有健康安全的工作环境，并承诺实现零死亡事故及零重大恶行事故目标。例如，应让员工充分了解并遵守适用的安全规程以降低死亡风险。

#### *Working Hours and Wages*

Suppliers ensure that working hours and overtime comply with international standards and wages and benefits are at a minimum according to applicable law, industry standards and relevant collective bargaining, whichever is highest.

The Supplier guarantees that all its employees with the same qualifications, training, and skill set receive equal pay for equal work. Magneto expects its Suppliers to respect employees' freedom of association and their rights to collectively bargain with the Supplier.

#### **工作时间与工资**

供应商应确保工作时间和加班符合国际标准，工资和福利至少符合适用的法律、行业标准及相关集体谈判中的最高要求。

供应商应保证所有具备相同资质、培训和技能的员工同工同酬。马赫内托期望供应商尊重员工的结社自由及其与供应商进行集体谈判的权利。

### 5.2 Business Ethics

#### *Corruption*

The Supplier prohibits all forms of corruption and bribery including extortion and facilitation payments. The Supplier has implemented all relevant policies, procedures and other requirements to comply with applicable anti-bribery and anti-corruption laws.

During the business relationship with Magneto, the Supplier shall not directly nor indirectly offer, promise, grant, or authorize the giving of money or anything of value to anyone with the intent to unduly influence the other in the performance of professional duties or in order to obtain or retain an improper business advantage. The Supplier undertakes to neither ask for, nor accept, any improper benefit from a third party for any purpose related to the performance of its obligations under the agreement with Magneto.

### 5.2 商业道德

#### **腐败**

供应商禁止一切形式的腐败和贿赂，包括勒索和疏通费。供应商已制定完善的合规制度体系，以遵守适用的反贿赂和反腐败法律。

在与马赫内托的业务关系中，供应商不得直接或间接提供、承诺、授予或授权给予金钱或其他有价值物品，以期对他人专业职责履行施加不当影响，或获取/保留不正当商业优势。供应商同时承诺，就履行与马赫内托协议相关义务之目的，绝不向第三方索取或接受任何不当利益。

#### *Fair Competition*

Magneto expects the Supplier to support the principles of free enterprise and fair competition and comply with all relevant antitrust and competition laws. Employees of the Supplier do not engage in discussions with competitors regarding price fixing, market allocation, production and sales quotas, bid rigging, or

collective refusals to deal.

### 公平竞争

马赫内托期望供应商支持自由企业和公平竞争原则，并遵守所有相关的反垄断和竞争法律。供应商员工不得与竞争对手讨论价格操纵、市场分配、生产和销售配额、串通投标或集体拒绝交易。

### Export and Trade

The Supplier complies with relevant export controls and sanctions laws, including United Nations sanctions and applicable sanctions under the laws of the European Union, the United States and the United Kingdom. Employees of the Supplier never attempt to circumvent applicable trade sanctions.

### 出口与贸易

供应商须遵守相关出口管制和制裁法律，包括联合国制裁及欧盟、美国 and 英国适用的制裁法律。供应商员工不得试图规避适用的贸易制裁。

### Privacy (Data)

Whenever the Supplier is entrusted with any personal data of Magneto or clients of Magneto, this data shall be protected by the Supplier from any improper disclosure, theft or misuse at all times and the Supplier shall respect the right to data and privacy of end users. In this context, the Supplier shall undertake best efforts to ensure compliance with the GDPR Privacy Regulation (REGULATION 2016/679).

### 隐私 (数据)

当供应商受托处理马赫内托或马赫内托客户的任何个人数据时，供应商应始终保护这些数据免遭不当披露、盗窃或滥用，并尊重终端用户的数据和隐私权。在此背景下，供应商应尽最大努力确保遵守《通用数据保护条例》（REGULATION 2016/679）。

## 5.3 Conflict minerals

The Supplier complies with the EU Conflict Minerals Regulation (2017/821) and has implemented due diligence routines in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. The Supplier only uses minerals and metals that have been extracted and traded in such a way that does not contribute to human rights abuses or funding for conflicts. Supplier is required to provide any information on sourcing, extraction and handling of the minerals.

### 5.3 冲突矿产

供应商遵守《欧盟冲突矿产条例》（2017/821），并根据《OECD受冲突影响和高风险地区矿产负责任供应链尽职调查指南》实施尽职调查程序。供应商仅能使用以不助长人权侵犯或资助冲突的方式开采和交易的矿产和金属。供应商需按要求提供矿产来源、开采方式和流转过程的任何信息。

## 5.4 Environment and climate change

Magneto requires its Suppliers to establish mechanisms to identify actual and potential main material environmental and climate impact from their operations, including products and services, and take appropriate and reasonable measures to prevent or minimize such negative impacts.

### 5.4 环境与气候变化



马赫内托要求供应商建立识别其运营（包括产品和服务）对环境和气候的实际及潜在主要影响的评估机制，并采取适当合理的措施预防或最小化此类负面影响。

#### *Resource Efficiency*

The Supplier aims to have the least possible negative impact on the climate and environment. The Supplier strives to reduce the impact of its operations from a circularity perspective. The Supplier shall control and implement actions to reduce its use of energy, water, raw material and packaging materials and should strive to reduce its reliance on fossil fuels. Any information on the uses of this resources shall be provided to Magneto upon request.

#### *资源效率*

供应商应力求对气候和环境造成最小负面影响，并从循环经济角度减少其运营活动带来的影响。供应商应控制并实施行动以减少能源、水、原材料和包装材料的使用，并努力减少对化石燃料的依赖。应马赫内托的要求，供应商需提供相关资源使用的信息。

#### *Emission deduction and Waste*

The Supplier shall also control and implement actions to reduce emissions to air, water and waste of all types. Waste handling management for hazardous and non-hazardous material must be developed and monitored.

Magneto encourages Suppliers to recognize that environmental sustainability is an important factor in long term business success. Magneto recommends Suppliers to contribute and support the Paris agreement commitment to mitigate climate change by keeping the global temperature rise below 1.5 degrees and implement measures by science-based targets to reduce greenhouse gas emissions in operations and reach net zero by 2050.

#### *减排与废弃物*

供应商还应控制并采取行动以减少废气、废水和各类废弃物的排放。必须制定管理措施并监控危险和非危险材料的废弃物。

马赫内托鼓励供应商认识到环境可持续性 is 长期业务成功的重要因素。马赫内托建议供应商积极贡献并支持《巴黎协定》承诺，依据科学减排目标将全球温升控制在1.5度以内，并在运营中采取措施以减少温室气体排放，确保到2050年实现净零排放。

## **6. Monitoring and auditing**

Magneto may require that the Supplier completes self-assessments and reserves the right to conduct audits (internal or through third parties) on the Supplier and its value chain regarding compliance with the Code and any agreed upon corrective action plan. The Supplier agrees to provide Magneto with all relevant information related to any audit performed on request and, following reasonable notice, allow Magneto and its representatives access to its premises for the purpose of performing the audit. In addition to these audit rights, the Supplier agrees to provide information on request regarding its climate footprint and calculator methodology on request and within a reasonable time.

The Supplier shall maintain effective management systems appropriate to the size and nature of the company, consistent or equivalent to externally recognized management systems relevant to the provisions of this Code, that promote responsibility and enable continuous improvement of its environmental, social and governance performance and impact.

## **6. 监督与审计**

马赫内托可要求供应商完成自我评估，并保留对供应商及其价值链进行审计（内部或通过第三方）的权利，以检查本准则及商定纠正行动计划的合规性。供应商同意应要求向马赫内托提供所有与审计相关的信息，并在合理通知后允许马赫内托及其代表进入其场所进行审计。除审计权外，供应商同意在合理时间内按要求提供其气候足迹及计算方法的相关信息。

供应商须建立与其公司规模和性质相适应的有效管理体系，应与外部认可的管理体系一致或等效，以促进责任履行并实现环境、社会及治理绩效和影响的持续改进。

## **7. Language**

The Supplier Code of Conduct is written in both English and Chinese languages. Both versions are equally authentic.

## **7. 语言**

本准则用英文和中文写成。两种文本均具有同等效力。

## **8. Legal Supremacy Clause**

If any provision of these Guidelines conflicts with the mandatory provisions of local laws, the local laws prevail.

## **8. 法律优先性声明**

本准则的任何条款如与当地法律强制性规定冲突，应以当地法律为准。



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*Signature Supplier* 供应商签名  
*Name* 姓名:  
  
*Function* 职责:  
  
*Date* 日期:

Effective date生效日期	Version版本	Change description变更描述
July 8, 2025 2025.-07-08	2025-01	1st version第一版