SUPPLIER CODE OF CONDUCT

Responsible: Flora LE GLEVIC - Supply Chain Manager

Date and revision	Reason for revision	Amended by	Revised by
31/01/2025 REV A	Created	Flora LE GLEVIC	Yannick PELE

PREAMBLE

The SEMOSIA Group and its French and european subsidiaries (S2C, MASTER INDUSTRIE, EMO, SEMEO, NEYRTEC MINERAL and KEMEO) are deeply aware of their environmental and social impact; consequently, we have placed a proactive Corporate Social Responsibility approach at the heart of our group strategy. Our approach is fully aligned with the guidelines of the Global Compact (by 2030) and the ISO 26000 standard.
Our CSR policy is aligned with our commitments to excellence, innovation and integrity towards our stakeholders.
As the SEMOSIA Group's overall performance is intrinsically linked to the commitment of our suppliers, subcontractors and service providers (hereinafter referred to as 'Suppliers') to the approach and the search for economically sustainable solutions, our CSR commitments are implemented in our procurement and contracts.
Intended for our suppliers, the Supplier code of conduct formalises the commitments expected by the SEMOSIA Group in terms of ethics, the fight against corruption, respect for human rights and labour standards, the protection of people's health and safety, and the preservation of the environment.

1. Business Ethics

1.1. Anti-corruption

The Supplier undertakes to comply with all regulations relating to the fight against corruption.
The negotiation and performance of contracts must not give rise to any conduct or acts that could be classified as active or passive corruption, influence peddling or, more generally, any breach of the duty of integrity (including embezzlement and favouritism).
The Supplier shall refrain from proposing or offering to any employee of the SEMOSIA Group any gift, invitation, act of courtesy, favour or any other benefit, whether financial or otherwise, for themselves or their relatives, which is likely to corrupt, influence or impair the integrity, independence of judgement or objectivity of said employee in their dealings with said Supplier.
Any so-called 'corporate' gifts, invitations to events and meals must be a matter of courtesy, remain within very reasonable limits and reflect solely a desire to improve commercial relations, without being of a nature that could undermine the SEMOSIA Group's image of impartiality.
Furthermore, the Supplier shall refrain from receiving, paying, offering or accepting bribes or granting undue advantages or promises, either directly or through a paid intermediary, to a third party (elected representative, employee of an administrative or private entity, etc.) with the aim of obtaining favourable treatment or influencing the outcome of negotiations in which SEMOSIA has an interest. In particular, the Supplier shall refrain from making 'facilitation payments' intended to carry out or expedite certain administrative formalities.

1.2. Duty of Care

The Supplier undertakes, in turn, to select subcontractors, service providers or suppliers who meet the same standards as the Supplier with regard to ethical conduct, human rights and fundamental freedoms, the health and safety of individuals, and the environment in all countries in which they operate.

1.3. Trade

The Supplier undertakes to refrain from any activity that would contravene applicable international and national laws, regulations and standards relating to economic sanctions, including export controls, embargoes and other trade restrictions. This obligation applies throughout the duration of the contractual relationship with the SEMOSIA Group and shall take into account changes in applicable international and national laws, regulations and standards.

1.4. Sustainable business relationships

The SEMOSIA Group is committed to fostering responsible and sustainable relationships with its suppliers and to reserving a portion of its contracts for local businesses that meet CSR criteria.

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1.5. Ensuring a responsible financial relationship with suppliers

The SEMOSIA Group undertakes to act responsibly by complying with statutory payment terms, applying these provisions strictly and in good faith. The Supplier shall adopt the same approach with its own suppliers, particularly with regard to small and medium-sized enterprises.

2. Products and product information

2.1. Health, safety and environmental risks associated with products

The Supplier shall incorporate environmental, health and safety criteria into the procurement of products and services, and into the design, production and implementation of its own products and services, in order to reduce their impact in these areas throughout their life cycle, whilst maintaining and/or improving their quality.
The Supplier undertakes to inform the SEMOSIA Group of the presence in the products supplied of hazardous chemicals that may be released during the products' life cycle, and not to supply SEMOSIA with any product likely to contain substances prohibited by the laws applicable in the country or countries of destination of the product. In particular, the Supplier shall comply in Europe with Regulation No 1907/2006/EC, known as the 'REACH' Regulation, amended in 2018 by Regulation No 2018/675/EU, and with Directive 2017/2102/EU amending Directive 2011/65/ EU, known as the 'RoHS' Directive.

1.2. Conflict minerals

The Supplier complies with applicable laws and regulations concerning 'conflict minerals', including tin, tungsten, tantalum and gold. Furthermore, the Supplier shall implement a management system designed to ensure that the tin, tungsten, tantalum and gold contained in the products it manufactures or supplies do not directly or indirectly finance or benefit armed groups responsible for serious human rights violations. In particular, the Supplier complies in Europe with Regulation No 2017/821 on conflict minerals and in the United States with Section 1502 of the Dodd-Frank Act.

2.3. Product sustainability

The Supplier undertakes to combat planned obsolescence and promote the sustainability and reparability of products by committing financial and human resources to the research and development of new solutions.

3. Respect for Human Rights

3.1. Respect for Human Rights

The SEMOSIA Group expects the Supplier to respect human rights in all its dealings with its stakeholders, whether they be customers, employees, external partners, suppliers or service providers.

3.2. No use of forced labour / Slavery and/or human trafficking

The Supplier must not use forced labour, or derive any benefit from it, in accordance with ILO Convention No. 29 on forced labour and Convention No. 105 on the abolition of forced labour. All work must be voluntary and freely chosen. The SEMOSIA Group does not tolerate any form of forced labour involving physical and/or mental violence or any other form of physical and/or mental punishment

3.3. No use of illegal labour

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The Supplier must not engage in undeclared work or the illegal hiring out of labour. The Supplier must also comply with all conditions and formalities imposed by labour law when using posted workers.

3.4. No use of child labour

The Supplier must not use child labour as defined by the Convention on the Rights of the Child (CRC) regarding the minimum age and Convention No. 182 concerning the worst forms of child labour, and by national law, with the most stringent standard taking precedence over the others.

3.5. Non-discrimination

The Supplier undertakes to comply with all laws and regulations prohibiting discrimination in the context of its business relations, in particular with regard to recruitment and employment based on criteria such as origin, gender, age, religion, political affiliation, social background, trade union membership, health status, sexual orientation, skin colour or any other characteristic protected by law. It undertakes to promote equal treatment and diversity amongst its employees.

3.6. Respect for and protection of personal data and privacy

In all its business dealings, the Supplier undertakes to comply with the regulations in force regarding the protection of personal data and to use such data responsibly. The Supplier also undertakes to respect its employees' right to disconnect, as well as the right to privacy of individuals and its employees, and to ensure a balance between private/family life and professional life.

3.7. Labour rights and human capital development

The SEMOSIA Group expects its Supplier to comply with labour laws and pay a living wage (as well as the fundamental conventions of the International Labour Organisation (ILO)) and to be committed to promoting its human capital. The Supplier's entire supply chain must comply with the ILO's fundamental conventions.

4. Respect for the Environment

4.1. Water Resource Management

The SEMOSIA Group pays close attention to the water resource management of the Supplier and its partners. The Supplier undertakes to put in place appropriate measures to ensure it causes no impact on the environment. The Supplier will also raise awareness amongst its staff regarding responsible water consumption and apply best practices within its manufacturing processes and across the company.

4.2. Carbon Footprint

The SEMOSIA Group is strongly committed to reducing its carbon footprint in order to meet the climate change mitigation targets set by the Paris Agreement. The Supplier undertakes to set targets for reducing carbon emissions. The Supplier undertakes to control energy consumption through regular monitoring of energy performance and the implementation of action plans to reduce consumption.

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The Supplier agrees to abide by this Code of conduct and undertakes to work in accordance with the principles set out above throughout the qualification and selection process, as well as during the contractual relationship with the SEMOSIA Group.

The Supplier confirms that it is aware that failure to comply with the commitments set out in this Code of conduct may result in the suspension or even early termination of any existing agreement or contract with the SEMOSIA Group.

In such a case, the SEMOSIA Group reserves the right to require the Supplier to provide an action plan enabling the Supplier to comply with this Code of conduct.

The Supplier undertakes to notify SEMOSIA promptly of any event or circumstance that could lead to a breach of these commitments.

Company name:

Represented by:

Position:

Date:

Signature:

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