

Code of Conduct for Suppliers



Our business relations are based on this agreement and the agreement is an indispensable part of our mutual contracts with the companies of the Berrang Group:

Berrang Holding
Berrang SE
Berrang Inc.
Berrang France
Berrang Trading (Shanghai)
Berrang Polska

Preamble

Sustainability throughout the supply chain is essential for our common future.

The world is changing more rapidly than ever before. Protecting the environment and climate, shortness of resources and demographic change are the enormous challenges we are facing - to name only a few - and which require the consolidated efforts of all forces of our society. The *BERRANG* Group is contributing their part. As a company, we see ourselves responsible to not only search for approaches but to persistently pursue solutions. Sustainable economic activity is therefore an integral part of our entire supply chain.

For this reason, we have oriented ourselves to the UN Global Compact Goals as the world's largest and most important initiative for sustainable and responsible corporate governance. Based on 10 universal principles, we strategically anchor sustainability and contribute to the implementation of the Sustainable Development Goals (SDGs).



Our global *SUPPLIER* network makes an important contribution to added value, quality and innovation capacities. It decisively contributes to the *BERRANG* Group's commercial success. Our *SUPPLIERS* therefore have significant influence on our sustainability performance and on the sustainable development of society.

It is important to us, that our *SUPPLIERS* meet the same ecological and social standards, which we have to measure up to ourselves. Our Guidelines for Sustainability and Environmental Protection serve as a basis. They among other contain respecting internationally recognized human rights and social and working standards.

The contents follow, among others, the principles of the United Nations Global Compact, the UN Declaration regarding Cleaner Production and the conventions of the International Labor Organization (ILO).

The *BERRANG* Group's objective is an efficient supply chain, which operates according to the same ambitious sustainability standards both globally and throughout all value-added steps.

We encourage our *SUPPLIERS*' and sub-*SUPPLIERS*' general management towards sustainability and to continuously improve their observance of sustainability standards.

We view lawful conduct and respect for human rights as the prerequisites for fair competition and as assuming social responsibility. Therefore we treat lawful conduct and protection of human rights and respect for human dignity with special priority and expect the same of our business partners.

BERRANG Group



Peter Hofmann



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The **SUPPLIER** hereby enters into obligation to comply with the following standards:

The companies of the **BERRANG** Group adhere to the relevant laws in their respective jurisdiction, which we also expect of our **SUPPLIERS**.

I. Working Conditions / Labor Standards

1. Wages and Benefits, Working Hours



Compensation and benefits are to be remunerated in accordance with the respective applicable regulations relating to minimum wages, overtime hours and statutory benefits. Working hours shall comply with all applicable laws, labor agreements or similar rules and standards, but shall at least comply with the relevant ILO conventions (among other 1919 (no.1), 1930 (no. 30), 1957 (no. 106).

2. Child Labor Prevention

For its company, the **SUPPLIER** warrants that no child labor within the meaning of ILO Convention no. 182 was / is involved in producing or processing the products to be delivered, as well as that these products do not violate any obligations resulting from the implementation of this Convention or of any other applicable domestic or international regulations on combating child labor. Moreover, the **SUPPLIER** works towards that his company, his **SUPPLIERS** and their sub-**SUPPLIERS** take active and targeted measures conducive to ensuring that child labor in the sense of ILO Convention no. 182 is ruled out for the production or processing of the products to be delivered. If the **SUPPLIER** has any suspicions that child labor is used in his supply chain, the **SUPPLIER** is obligated to follow up on the suspicions and inform **BERRANG** accordingly.

3. Prevention of Forced or Compulsory Labor

BERRANG objects to forced or compulsory labor and their use. The **SUPPLIER** will not employ anyone against their will or force them to work. Employees must be free to leave employment with reasonable notice. Employees must not be required to hand over government-issued identification, passports or their work permits as a condition of employment. The **SUPPLIER** is particularly obligated to observe the requirements of the ILO Convention no. 29. The **SUPPLIER** shall place his **SUPPLIERS** and sub-**SUPPLIERS** under a corresponding obligation.

4. Freedom of Association, Rights to Collective Negotiations

Employees must be able to communicate openly with company management regarding working conditions without fear of reprisals of any type. Employees shall have the right, but not the duty, to associate freely, join labor unions, seek representation and join works' councils, insofar as this is admissible in the respective legal system in which the **SUPPLIER** operates.

5. Non-Discrimination



Harassment or discrimination against employees in any form is not allowed. In particular discrimination based on gender, race, caste, color, disability, union membership, political beliefs, origin, religion, age, pregnancy or sexual orientation is not allowed. The *SUPPLIER* is obligated to at least take measures to avoid discrimination within the meaning of the ILO Conventions no. 111 and 100.

6. Health and Safety



In his role as employer, the *SUPPLIER* ensures occupational and health and safety in keeping with domestic standards and will promote continuous improvement of the workplace environment.

7. Protection from eviction and deprivation of land

The *SUPPLIER* undertakes to refrain from any unlawful evictions. They shall also refrain from any unlawful deprivation of land, forests, and waters via the acquisition, development, or other use thereof.

8. The use of private or public security forces

The *SUPPLIER* undertakes to refrain from hiring or using private or public security personnel if there is a risk of breaching the prohibition of torture and cruel, inhuman, or degrading treatment, of jeopardizing life or limb, or of infringing on the freedom of association.

II. Business Ethics Standards

1. Anti-Corruption and Compliance



For every employee, dutiful behavior means carefully separating private and corporate interests. Corruption often arises as a result of conflicts of interest, i.e. when professional activities are affected by private interests. **BERRANG** therefore requires its employees to avoid situations that could lead to personal conflicts of interest. If there is a possibility of a conflict of interest, the relevant manager or the **BER-RANG** compliance office should be consulted. **BERRANG** also demands the same from its **SUPPLIERS**.

When dealing with business partners, gifts and invitations (gratifications) are customary and permitted within reason. In order to prevent damage to **BERRANG**'s reputation and assets, our decisions are based on objective and understandable reasons and are not influenced by inappropriate donations.

Our employees are not permitted to suggest, request or demand gifts, invitations, personal services or favors from business partners for us or others. We reject donations if the mere appearance of inappropriate influence could arise. We also pay attention to the appropriateness of rebates and discounts.

Our employees can accept voluntary promotional and occasional gifts of appropriate value. We only accept an invitation from business partners to dinner or events if it is unsolicited, serves a business purpose, is not repeated unreasonably frequently and the invitation is proportionate to the occasion.

As a measure of what can be considered appropriate, we base ourselves on a value of 50 euros for gifts from third parties and a value of 100 euros for invitations from third parties. If in doubt about the appropriateness of gifts or invitations, our employees will consult with their manager.

If we receive donations that exceed our guidelines, we disclose this and document receipt. Reporting obligations based on legal provisions, such as tax law, remain unaffected.

The **SUPPLIER** is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the **SUPPLIER** or other third parties. In the event of violation of the above, **BERRANG** has the right to immediately withdraw from or terminate all legal transactions existing with the **SUPPLIER** and the right to cancel all negotiations.

The above notwithstanding, the **SUPPLIER** is obliged to adhere to all laws and regulations applicable to both himself and the commercial relationship with **BERRANG**.

2. Safety and Quality

All products and services will be delivered to meet the contractually specified quality and safety criteria, and will be safe to use for their intended purpose.

3. Technical Compliance



The *SUPPLIER* has to comply with all technical regulations, which according to the contractual agreements with the *SUPPLIER*, apply to his supplied products (e.g. applicable regulations, policies, laws and technical standards), taking into account the fundamental spirit of the respective regulation. Further, the *SUPPLIER* has to establish adequate structures within his organization to ensure the adherence to all these technical regulations. Such a system should provide orientation and guidance for the *SUPPLIER*'s employees and consider appropriate ethical, integrity and technical compliance standards.

If applicable, the *SUPPLIER* shall comply with and implement the requirements of the VDA Volume Product Integrity. However, it is left to the *SUPPLIER* to decide, if the *SUPPLIER* implements a Product Safety and Conformity Representative (PSCR) or not. If the *SUPPLIER* has not explicitly implemented a Product Safety and Conformity Representative (PSCR), this position is assumed by company management.

4. Intellectual property of third parties

The *SUPPLIER* handles the intellectual property of third parties responsibly. Confidential information from third parties and their know-how must be respected and protected. Third-party knowledge may only be used if it is known lawfully or from generally accessible sources. Industrial property rights of third parties (patents, design patents and trademarks) must be respected and may only be used with the permission of the respective owner of the property rights.

5. Export Control

Strict adherence to export controls in accordance with foreign trade regulations is elementary for globally active companies such as *BERRANG*. Foreign trade regulations must generally be observed when exporting goods, intangible goods – such as software – and services. In principle, there are restrictions on military goods and civilian products that can also be used for military purposes (dual use).

In addition, certain goods and countries are subject to special restrictions, such as arms or luxury goods embargoes and sanctions. The *SUPPLIER* shall observe strict compliance with the provisions of foreign trade law within the scope of its responsibility.

6. Taxes and duties Customs

The *SUPPLIER* is aware of the special legal requirements in the context of worldwide international transactions. In particular, he undertakes to comply with all customs and tax laws in order to avoid an unjustified reduction of taxes, duties or customs duties. It ensures that all employees and subcontractors working in these areas are trained in the legal requirements and inform themselves to an appropriate extent about innovations.

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7. Economic sanctions and prevention of money laundering

The *SUPPLIER* complies with national and international economic sanctions and supports the international community in the fight against money laundering and terrorist financing. The *SUPPLIER* complies with all relevant requirements.

III. Duty to take due care in the context of human rights

1. Implementation of precautionary measures in the context of human rights

BERRANG respects the dignity of each individual and expects the same of its *SUPPLIERS*. This entails consistently respecting universal human rights.

The *SUPPLIER* is obligated to establish processes for his duty to take due care of the human rights in his company, provided the *SUPPLIER* delivers products or provides services, where potential negative effects on human rights are to be feared in the value-added chain (e.g. risk management system), and to take systematic and adequate precautionary measures in the context of human rights based on this process. Relevant in this regard are the specifications of the UN Guiding Principles on Business and Human Rights (hereinafter referred to as "UN Guiding Principles") as well as the respective relevant OECD Guiding principles & Concepts. In accordance with the UN Guiding Principles, the *SUPPLIER* shall design adequacy and scope of these measures according to the size and sales of its company, the nature of the product or service as well as according to the origin of the product or service and the raw materials contained in it, and particularly according to the associated risks.

2. Creating Transparency

As a prerequisite for the implementation of precautionary measures in the context of human rights, specified in section III.1 above, the *SUPPLIER* establishes transparency in its supply chain using internal processes in order to identify risks related to human rights and to be able to initiate corresponding counter measures and control measures if necessary. The *SUPPLIER* must follow the specifications of the respective relevant OECD Guiding principles & Concepts.

The *SUPPLIER* should ensure, among other things, that so-called conflict minerals such as tin, tantalum, tungsten, gold, cobalt and mica are not obtained from Conflict-Affected and High-Risk Areas (CAHRA).

Conflict-Affected and High-Risk Areas (CAHRA) are defined by the OECD Due Diligence Guidance as "areas identified by the presence of armed conflict, widespread violence or other risks of harm to people. Armed conflict may take a variety of forms, such as a conflict of international or non-international character, which may involve two or more states, or may consist of wars of liberation, or insurgencies, civil wars, etc. High-risk areas may include areas of political instability or repression, institutional weakness, insecurity, collapse of civil infrastructure and widespread violence. Such areas are often characterized by widespread human right abuses and violations of national or international law."

As part of supplying the products or providing the services, the *SUPPLIER* must in case of a risk-based necessity facilitate the inspection and auditing of its sub-suppliers and their sub-suppliers by *BERRANG* or by a third party commissioned by *BERRANG*.

IV. General Environmental Standards and Environmental Sustainability

1. General Environmental Responsibility, Environmental Performance of Production Activities and of Products



BERRANG is committed to a system of integrated environmental protection, which addresses causes at the root, assesses the environmental impact of production processes and products in advance and integrates these into corporate decisions. In this context, production processes and products are designed using holistic principles to make them environmentally compatible and to use resources as sparingly as possible.

With regard to environmental protection, the *SUPPLIER* will act in accordance with precautionary principles, will take the initiative to ensure the promotion of greater environmental responsibility and will sponsor the development and dissemination of environmentally friendly technologies. In all stages of manufacturing, the Partner will ensure a high degree of environmental protection. This includes pro-actively preventing or minimizing the impact of accidents which may adversely affect the environment. Particular emphasis is given to the application and continuing development of resource-conserving technologies that are characterized by strategies which ensure the reduction of emissions, the saving of water and energy, the use of recycled materials and renewable raw materials as well as reuse and recycling.

All products manufactured within the supply chain must meet the environmental standards applicable to their respective market segment. This includes all materials and substances used in production. Chemicals and other materials posing a hazard if released into the environment are to be identified. A hazardous material management system is to be instituted by the *SUPPLIER* for them, which ensures appropriate processes for their safe handling, movement, storage, recycling or reuse and disposal.

The *SUPPLIER* is encouraged to implement a certified environmental management system according to ISO 14001, EMAS or comparable standards, during the entire term of the business relationship with *BERRANG* and provide a corresponding certificate. In due time before the expiry of the duration of validity, a new certificate has to be provided.

2. Climate action

We expect our *SUPPLIERS* to engage in persistent and active climate action, for example, by increasing energy efficiency or generating or procuring energy from renewable sources. They are to provide a transparent view of their carbon emissions and set ambitious carbon reduction goals.

BERRANG has set itself the goal of being climate-neutral by 2039. Since SCOPE 3 has the greatest influence on our carbon footprint, we expect a corresponding voluntary commitment from our *SUPPLIERS*.

3. Water consumption and quality.

The *SUPPLIER* undertakes to use water with due care. In regions where water is scarce, they are to minimize the withdrawal of water and afford access to potable water and sanitation. Wastewater quality standards shall be defined and monitored within the scope and structure of applicable statutory and regulatory requirements.

4. Air and soil quality

At the minimum, the *SUPPLIER* shall comply with applicable statutory provisions and local authorities' requirements.

5. Materials and waste disposal

We expect the *SUPPLIER* to minimize any impact their operations may have on the environment and to use resources sparingly. Materials are to be reused whenever possible. In dealing with waste, the *SUPPLIER* follows the principle of first avoiding waste, then recycling, and finally disposing of it as a last resort. At the minimum, the *SUPPLIER* shall comply with applicable statutory provisions and authorities' requirements.

6. Confirmation of/Adherence to Substance Bans

Substances that are subject to legal restrictions or bans may only be contained in the delivered materials or parts or in the articles contained therein in accordance with these regulations (e.g. chemicals ban directive, "End-Of-Life Vehicles Ordinance", REACH Regulation (EC) no. 1907/2006). *BERRANG* requires the *SUPPLIER* to be aware of the obligations from these regulations and to comply with them. The *SUPPLIER* must therefore ensure the following:

For parts used in the automotive industry, complete entries in the material data system as requested by *BERRANG* are mandatory, for example in IMDS, the *SUPPLIER* must however at least provide the required material data sheets.

Registration, non-approval and notification of substances: The *SUPPLIER* must ensure that substances, substances in preparations and in products requiring registration are only delivered to *BERRANG* if they are registered in accordance with Article 5 and Article 6 or Article 7 (1) of Regulation 1907/2006/EC for use by *BERRANG*. The *SUPPLIER* similarly ensures that for substances in products delivered that are subject to duty of notification in accordance with Article 7 (2), notification is performed by *SUPPLIER* or – if the product is not manufactured by *SUPPLIER* or was imported to the EU – by a *SUPPLIER* or sub-*SUPPLIER*, or alternatively the substance is registered for its intended use (Article 7 (6)).

Non-EU-SUPPLIERS that supply or manufacture products, which *BERRANG* markets in the EU, agree to provide *BERRANG* with the required data for notification or registration.

If substances subject to registration are not registered or substances stated in Annex XIV of the Regulation 1907/2006/EC are not permitted at the time of delivery for their contractually intended uses or the necessary notification in accordance with Article 7 (2) has not been issued, the *SUPPLIER* is required to contact the REACH contact person at *BERRANG*:
material-compliance@*BERRANG*.de

Regulation for substances that are listed in Annex XIV of REACH-Regulation

In case of developing a new component, substances listed in Annex XIV of the regulation 1907/2006/EG (REACH) must be waived in general.

If there are alternatives under technical and economic constraints, substances included on the candidates list must also be waived preventively in case of developing a new component. If there is no alternative, this requires prior consultation with *BERRANG*.

The current overviews of the substances included on the candidates list and of the Annex XIV can be accessed on ECHA's homepage.

<https://echa.europa.eu/de/legislation>
<http://echa.europa.eu/web/guest/candidate-list-table> and
<https://echa.europa.eu/de/scip>

If a component contains a substance listed in Annex XIV of the Regulation 1907/2006/EG, the *SUPPLIER* has to immediately inform *BERRANG*, so that measures for substitution or, if necessary, for other activities regarding the compliance with the REACH regulations (e.g. approval for the relevant substances) can be initiated.

Substances of Very High Concern (SVHC) in components, spare parts, miscellaneous items, accessories and packaging: If parts delivered or the articles contained therein contain a portion of substances of very high concern (SVHC) specified on the candidate list in accordance with Article 59 (1) of Regulation 1907/2006/EC amounting to more than 0.1 % of their weight, the *SUPPLIER* is required to automatically provide all information in accordance with Article 33 (1) of Regulation 1907/2006/EC on delivery. This also applies if such substance is only added to the candidate list during an ongoing supply relationship. The information must be provided in written form, preferably by IMDS. This includes the additions due to the amendment of the Waste Framework Directive (Directive EC 2018/85).

7. Life Cycle Assessment for Continuous Improvement of Products and Production

BERRANG carries out life cycle assessments on the basis of ISO 14040 et seq. in order to determine and improve its overall environmental profile.

On request, the *SUPPLIER* shall therefore provide *BERRANG* with information on the relevant products, materials and processes. *BERRANG* assures the *SUPPLIER* that this information is kept strictly confidential and will only be used for the purpose of holistic Life Cycle Assessment.

The *SUPPLIER* will strive towards obtaining such information from its suppliers and their sub-suppliers also (manufacturers of raw materials and semi-finished products, energy providers, residue recyclers, etc.) as far as possible. Confidentiality will be treated as indicated above.

8. Transparency, Environmental Objectives and Action Plans

SUPPLIERS, who supply products to *BERRANG*, have to record the key figures given below with regard to these deliveries for each calendar year. The *SUPPLIER* must store the key figures at least for a period of 10 years after the expiry of the respective calendar year, so that he can report these key figures at *BERRANG*'s request. The provision of the data serves to assess the *SUPPLIER*'s environmental performance. The key figures are as follows:

- ▶ Overall energy expenditure in MWh;
- ▶ Composition of the used energy source in portions;
- ▶ CO₂-eq. Emissions from scope 1, 2, according to GHG event log in t;
- ▶ Portion of primary and secondary materials in %;
- ▶ Overall water consumption in m³;
- ▶ Process waste water in m³;
- ▶ Waste for disposal in t;
- ▶ Waste for recycling in t;
- ▶ VOC emissions (volatile organic compound) in t.

V. Data Protection and Information Security

1. Data Protection

Our cooperation may require the exchange of personal data. *BERRANG* maintains a data protection management system, which ensures protection of personal data, and expects its *SUPPLIERS* to do the same. The *SUPPLIERS* agree to only collect and process personal data in accordance with the rules set forth in the EU General Data Protection Regulation respectively the German Bundesdatenschutzgesetz, depending on the jurisdiction applicable to their business. *SUPPLIERS* outside the EU, may only collect and process personal data from *BERRANG*, if they can ensure a comparable level of protection.

2. Information Security

Business operations significantly depend on information and information systems and safe handling of the same. Information security therefore signifies more than merely the protection of technical infrastructure - it also means security of the complete flow of information. This is a central task of Company Management.

The digital future in the automotive industry entails interconnectivity and globalization with its numerous advantages, however also increases the internal and external risks for companies. Suitable safety precautions need to be implemented to meet these risks. Digitalization of business operations beyond company boundaries therefore requires a comparable level of information security of all parties involved and throughout the supply chain.

The *SUPPLIER* commits to taking suitable action in order to protect the information submitted by *BERRANG* and to provide respective evidence upon request. *BERRANG* recommends the *SUPPLIERS* operating in the automotive supply chain, to establish information security based on VDA, ISA and to become certified to ISO 27001 and TISAX.

VI. Animal Welfare

The *SUPPLIER* is obligated to comply with the applicable laws and regulations regarding animal welfare as a part of its business relations with *BERRANG*.

VII. Forwarding of Standards I-V in the Supply Chain

The *SUPPLIER* will forward the content of these sustainability standards (see section I-V) to its suppliers, placing them under the corresponding obligations, and will monitor and verify compliance with sustainability standards in the supply chain as possible.

VIII. Wistleblower System

All business partners, their employees, and affected parties are encouraged to report suspected cases and violations of this Code of Conduct. This shall serve to mitigate the consequences of such violations and prevent future misconduct of this nature. To this end, business partners are to set up whistleblower systems of their own or join an industry-wide system.

Reports to *BERRANG* can be submitted by e-mail (compliance@berrang.de) or by telephone (+49 621 8786 157). Our *SUPPLIERS* and business partners shall brief their employees on this whistleblowing option.

IX. Compliance with the Code of Conduct

1. Compliance checks

BERRANG reserves the right to take reasonable steps to check for compliance with the Code of Conduct. Business partners shall actively support any required compliance checks. *BERRANG* will contact the *SUPPLIER* beforehand to agree on the scope, time, and place of such checks. The *SUPPLIER* shall respond to inquiries and requests for information within a reasonable timeframe and in compliance with the formalities specified by applicable data protection laws.

2. Remedial actions

Violations are to be ceased immediately, particularly breaches of human rights-related and environmental obligations. Should this not be possible within the foreseeable future, the *SUPPLIER* shall immediately prepare and execute a plan to stop or minimize such breaches. This plan is to include a specific time schedule. Actions taken shall be documented and reviewed for effectiveness. In the event of a suspected breach, the *SUPPLIER* is to immediately investigate the potential violations and inform *BERRANG* of the measures taken to resolve the matter.

3. Consequences of breaches

Any dereliction of the obligations described in this Code of Conduct constitutes a breach of contract with *BERRANG* and a material impairment of the business relationship between *BERRANG* and the *SUPPLIER*. The *SUPPLIER* shall, within a reasonable timeframe, inform *BERRANG* of the internal corporate measures taken to prevent future derelictions. In the event that the *SUPPLIER* should fail to comply with these obligations or take appropriate corrective action within a reasonable timeframe, or if the breach of the Code of Conduct is so severe that *BERRANG* cannot be reasonably expected to continue the business relationship, *BERRANG* reserves the right – without prejudice to any other rights – to terminate the relationship without prior notice and rescind any associated contracts or agreements..

We hereby confirm that we have taken note of and comply with this Code of Conduct for Suppliers.

Company:

Date:

Signature:

Company Stamp:
