



**AddUp**  
GLOBAL ADDITIVE SOLUTIONS

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# Code of Business Conduct & Ethics

Suppliers & Partners

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## **PURPOSE**

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This Code of Business Conduct and Ethics for Suppliers (hereinafter the “Code”) defines the Group’s norms, standards and requirements for its Suppliers. The Code is based on normal practice in industry, the regulations in force, and international social and ethical standards. It formalises the Group’s determination to comply with and uphold basic principles in this regard throughout its value chain and is part of an approach to continuously improve the Group’s practices.

## **1 SCOPE**

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This Code applies to all of the Group’s Suppliers worldwide. The term “Supplier(s)” includes direct and indirect suppliers of goods and/or services to the Group and their own subcontractors, and the Group’s partners, subcontractors, labour suppliers, distributors and licensees.

The term “Group” means AddUp and all of its affiliated companies. The term “affiliates” means any legal entity which, directly or indirectly, controls AddUp, is controlled by AddUp, or is under the same control as AddUp. For the purposes hereof, the term “control” refers to holding, directly or indirectly, the power of decision within a corporation either (i) by owning a fraction of the voting rights exceeding forty percent (40%) provided that no other partner or shareholder of corporation directly or indirectly holds a fraction greater than its own, (ii) by owning more than fifty percent (50%) of the share capital, or of the voting rights of the partners or shareholders of this legal entity, (iii) by contract, or (iv) *de facto*.

The Code also applies to any “Worker(s)” employed or hired by a Supplier of the Group, including those of its own subcontractors and suppliers, and in particular to permanent, temporary, full-time, part-time and fixed-term employees, temporary workers, migrant workers, legal child workers, apprentices, trainees and workers on temporary assignment.

## **2 BINDING NATURE**

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Compliance with the Code is an essential requirement for all commercial relationships that the Group establishes with a Supplier. Acceptance of the Code and a commitment to comply with it is an integral part of all contractual and/or commercial relations with the Group to supply goods and/or services.

Furthermore, Suppliers undertake to comply with all international conventions signed by the French state that apply to them.

The Code can be modified at any time without it being necessary to inform the Supplier beforehand, to bring it into line with new laws or regulations, or the Group’s internal policies. Any new version of the Code will be directly applicable to the contractual relations in progress with our Suppliers.

The Code shall be governed by the law of the Contract (if any). In the event there is no Contract, this document shall be governed by French law.

## **3 GUIDING PRINCIPLES**

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All Suppliers of the Group must adhere to the following Guiding Principles which are compulsory and binding. The Guiding Principles defined in this Code are based on recognised international standards such as the Universal Declaration of Human Rights and the United Nations Guiding Principles on Business and Human Rights, as well as the fundamental conventions of the International Labour Organization (ILO).

The Supplier undertakes to comply with the following Guiding Principles, either by applying this Charter or by ensuring that its own code of conduct and its current supply chain practices comply with the Guiding Principles set out in this Charter.



The Supplier also undertakes to communicate this Charter, and in particular the Guiding Principles set out herein, to its affiliates, subsidiaries and subcontractors involved in any activity, of a commercial, partnership or other nature, with the Group.

### 3.1 CONDUCTING BUSINESS WITH INTEGRITY AND ETHICALLY

#### 3.1.1 Compliance with the laws and regulations

Suppliers must comply strictly with the laws and regulations in force applicable to them in all of the countries where they carry out their activities, as well as with all of the laws and regulations governing the supply of goods and/or services to the Group.

#### 3.1.2 Combating corruption and money laundering

Suppliers must not on any account make payments, offers or gifts, directly or indirectly, or supply anything of value in exchange for performing or not performing an act that is part of the duties of the person who receives it, or for obtaining an undue commercial advantage.

Suppliers must comply fully with the local and national legislation on money laundering, corruption, bribery, and conflicts of interest such as the French law on transparency, combating corruption and the modernisation of the economy known as the "Sapin II" law, the "Foreign Corrupt Practices Act", and the "United Kingdom Bribery Act", as well as all other legislation on anti-bribery applicable to them.

Furthermore, all Suppliers must declare, as soon as possible, and before concluding any partnership or deal with the Group, any links with an official or government entity, a representative of a political party or an employee of the Group.

#### 3.1.3 Gifts and invitations

The Group's employees are not authorised to receive, accept or offer gifts and/or invitations from or to our commercial partners, apart from gifts with a token, insignificant and incidental value, such as promotional objects with the partner's logo.

All gifts or invitations offered by the Supplier must comply with the following cumulative conditions:

- They must be made in a strictly commercial framework and serve a legitimate commercial purpose;
- They must not be offered in order to obtain an undue advantage or to influence a commercial decision;
- They must not be made at a strategic time (signing of agreements, placing an order, winning contracts etc.);
- They must comply with the laws and regulations of the country in which they are offered and/or accepted;
- They must be exceptional, i.e. not recurrent;
- They must have a token value (less than €50 for a gift ; less than €150 for an invitation);
- They must not be requested by the beneficiary.

#### 3.1.4 Conflict of interest

Suppliers must avoid all existing or potential conflicts of interest when they make deals with the Group. Suppliers must immediately declare any commercial relationships that they intend to establish, or are already part of, that constitute or may potentially constitute a conflict of interests.

#### 3.1.5 Fair competition

Suppliers must engage in fair commercial competition everywhere they carry out their business. Suppliers must not directly or indirectly engage in illicit or illegal collaboration with competitors, share sensitive information, agree to limit or reduce competition in the market or carry out any acts of unfair competition.

Suppliers must comply with all of the applicable competition laws and regulations.



### 3.1.6 Combating counterfeiting

Suppliers must develop, put in place and maintain effective methods and procedures appropriate for their goods and/or services in order to reduce as far as possible:

- The risk of manufacturing or producing, in particular, counterfeit machines, alloys, hardware or software;
- The risk of including counterfeit parts and materials in the goods and/or services to be supplied.

(hereinafter the “Counterfeit Products”).

Efficient procedures must be implemented to identify, report and isolate the Counterfeit Products. Suppliers must take all necessary measures required to prevent them being included or re-included in the value chain.

Suppliers must immediately inform the Group if Products are suspected of being counterfeit or identified as counterfeit.

### 3.1.7 Compliance with international trade rules

Suppliers must comply with all the applicable laws and regulations on export controls, economic sanctions and embargoes, including all international sanctions by the United Nations, the United States and the European Union. Suppliers must adopt adequate internal and external policies and introduce effective measures to control the risk of infringement of these laws and regulations.

### 3.1.8 Responsible minerals sourcing

The Group complies with the *Dodd-Frank Wall Street Reform and Consumer Protection Act* regarding conflict minerals, which imposes greater transparency on companies regarding the minerals used. This Act requires disclosure of the use, in certain products, of conflict minerals that are needed for production or for the functions of the products.

Regardless of where they are bought, processed or sold, the term “conflict minerals” means:

- The main conflict minerals including gold, tin, tantalum and tungsten (3T & G), and
- Rare earth elements, and
- Other minerals or metals such as bauxite, cobalt, titanium, lithium, derivatives of cassiterite, coltan and wolframite.

This Act has a humanitarian aim, which is to avoid supporting the violent conflicts in progress in the Democratic Republic of the Congo and in the surrounding countries, by financing them by using and trading in minerals from war zones.

Suppliers must comply with the applicable laws and regulations on the direct and indirect procurement of critical materials and conflict minerals (i.e. when they are included in the products sold to the Group). They must also introduce an internal and external policy and management processes to reasonably ensure that any conflict minerals that may be included in the products they deliver, are obtained ethically and responsibly (i.e. in compliance with human rights and with a limited environmental impact).

To ensure compliance with these requirements and to check the origin of these minerals in our supply chain, we ask some of our Suppliers and their subcontractors to fill in the *Conflict Minerals Reporting Template*. If the origin of the material supplied is unspecified or indeterminable, the Supplier must either obtain the appropriate certifications, or ensure that products sold to the Group do not include such minerals.

## 3.2 RESPECT FOR HUMAN RIGHTS AND ETHICAL WORKING CONDITIONS

### 3.2.1 No unauthorised child labour

Suppliers must not use unauthorised child labour, directly or indirectly, through their subcontractors or contracting partners. For that purpose, Suppliers must introduce adequate internal policies prohibiting unauthorised child labour.

Suppliers must comply with the minimum age for admission to employment or work set by the legislation in force, or the ILO Minimum Age Convention (No. 138), whichever is the most restrictive. Pursuant to the aforementioned ILO Convention



(No. 138), the age of admission to employment or work must not be less than the age of completion of compulsory schooling.

In any case, Suppliers must not use employees aged under fifteen (15), or under fourteen (14) in certain developing countries, allowing for exceptions authorised by the ILO and current legislation (e.g. for light work that is not likely to be harmful to their health or development and is not likely to prejudice their attendance at school).

Furthermore, minors over the minimum age for admission to employment or work must not be exposed to reckless risks to their physical or mental health. No one aged under eighteen (18) must be employed to carry out night work or work under hazardous conditions (such as use of heavy machines, carrying heavy objects, handling substances that are dangerous or harmful to health etc.).

If an employee of the Supplier or of one of its subcontractors or contracting partners has not completed their compulsory schooling, the Supplier, or where appropriate its subcontractor or contracting partner, must give them the necessary instruction and/or enable them to continue and complete their education under favourable conditions, in appropriate institutions.

### 3.2.2 No forced labour

No work must be obtained by force or constraint, or by physical, financial or moral threats. Only voluntary and free work is, and must, be authorised. Suppliers shall refrain from using work by prisoners, slaves or any other form of human trafficking.

Suppliers shall refrain from confiscating the papers or official documents (such as the passport, identity card, residence or work permit etc.) or financial resources of their Workers. For that purpose, Suppliers are asked to take additional protective measures regarding the work of migrants – i.e., persons working outside their country of origin – to protect them against any abuse resulting from their vulnerability.

### 3.2.3 No illegal work or concealed work

Suppliers shall refrain from using illegal work and concealed work and undertake to comply with all applicable laws and regulations in this regard.

### 3.2.4 Responsible and honest recruitment and working conditions

Suppliers must respect professional, ethical, honest, safe, and responsible recruitment and working conditions, to prevent any exposure to reckless risks, any exploitation or any unreasonable financial obligations for their recruits and Workers. They must not be charged any recruitment costs.

#### ⊕ Compliance with regulated working hours and a sufficient salary

Suppliers must comply with all applicable laws and regulations regarding salaries, payment of overtime, leave and maximum working time. All Workers must receive a just and fair salary that enables them *at least* to meet their essential needs and those of their family.

Suppliers must also comply with the applicable laws and regulations on working hours and overtime, ensuring in particular that overtime remains voluntary and is paid fairly. In any case, Workers must have at least one (1) day off for each period of seven (7) days. In addition to normal working time, employees can regularly work overtime provided they comply with the applicable laws or regulations. All Workers must be entitled to rest periods, annual leave and paid leave.

#### ⊕ Non-discrimination

All discriminatory practices during recruitment, work or in any professional relationships are formally prohibited. All decisions regarding employment, including recruitment, promotion, remuneration and training, must not be discriminatory, and must be based on the qualifications, skills and abilities of each employee or applicant.



Suppliers undertake not to discriminate in any way based on gender or sexual identity, race, age, colour, ethnic group, religion or philosophy, political considerations, country of origin, sexual orientation, marital status, pregnancy, disability, trade union membership, or any other characteristics protected by current legislation.

⊕ Respect for freedom of association and the right to collective bargaining

Suppliers must respect the right to assemble, form groups and/or negotiate with the employer in the framework of collective bargaining. For that purpose, Suppliers must ensure they maintain a healthy working environment, free from any fear of reprisals, intimidatory practices or harassment.

⊕ Compliance with mandatory social legislation

Suppliers must comply with the mandatory social legislation in force applicable to them.

### 3.3 OCCUPATIONAL HEALTH AND SAFETY

#### 3.3.1 Health and safety

Suppliers must comply with all applicable laws and regulations relating to occupational health and safety. For that purpose, Suppliers must in particular appoint an occupational health and safety manager who has suitable resources, knowledge and skills, in its establishments.

Furthermore, the Group requires its Suppliers to comply with and maintain *at least* the following occupational health and safety standards:

- The working environment must be secure, healthy and free from any dangers for the health and safety of Workers or third parties;
- Any chemicals must be stored and handled in complete safety, with limited access, and a list of all substances used with the appropriate fact sheets must be made available to Workers, or *at least* provided on request;
- Personal protective equipment in compliance with national or local standards or *at least* with the recommendations of the World Health Organization (WHO) must be made available to Workers who work in hazardous conditions or are exposed to objects, materials, products or substances likely to damage their health (such as working at heights, handling heavy loads, handling dangerous or toxic substances etc.);
- Workers must have access to first aid in the event of an accident;
- Workspaces must have visible and clearly identified or identifiable emergency exits;
- Training courses on occupational health and safety must be provided for all of the Workers concerned, in a language they understand.

#### 3.3.2 Hygiene

Suppliers must give their Workers access to drinking water and to clean, healthy and ventilated toilets and workspaces.

#### 3.3.3 Compliance with appropriate disciplinary measures

All Workers must be treated with respect and dignity.

Workers must not be subjected to any corporal disciplinary measures, mental or physical coercion, insults or physical or moral abuse. Disciplinary measures must not be of a financial nature.

### 3.4 RESPECTING THE ENVIRONMENT

Suppliers must comply with the mandatory provisions of the environmental regulations applicable to them, particularly regarding health, safety and sustainable development, in particular at industrial sites.



Suppliers must implement concrete measures to deal with their emissions to air, discharge in the soil and water, and waste of all kinds resulting from their activities. In any case, Suppliers must ensure they control the environmental impact of their activities, products and sources of supply, in order to aim for a sustainable and responsible value chain.

## 4 GROUP'S COMMITMENTS TOWARDS ITS SUPPLIERS

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The Group undertakes to comply with the following principles in its relations with its Suppliers:

- The Group will treat its Suppliers honestly, ethically and fairly;
- The Group will hold open talks with its Suppliers to settle any problems or disputes on a factual and fair basis;
- The Group will establish an active and quality collaboration with its Suppliers in order to build a purchasing strategy adapted to the Group's needs and challenges.

Dialogue, cooperation, transparency and the desire to build a responsible value chain together are the central elements of our relationships with our Suppliers.

## 5 IMPLEMENTATION OF THE CODE

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### 5.1 INTERNAL POLICIES AND COMPLIANCE PROGRAMMES

Suppliers must introduce appropriate internal policies and compliance programmes. Furthermore, Suppliers are asked to entrust compliance with and monitoring of the commitments made under this Code to competent employees. The Group acknowledges the Supplier's existing internal policies, compliance programmes and governance structures, insofar as the Supplier certifies that they comply with the provisions and requirements of the Code.

Suppliers must comply with the Governing Principles of the Code when they enter into contractual or commercial relations, and when they carry out their orders or services. In any case, the Suppliers and their subcontractors and contracting partners must act ethically and honestly in all circumstances.

### 5.2 QUALITY AND CERTIFICATIONS

Suppliers are asked to comply with the existing quality management standards of the International Organization for Standardization.

For example, Suppliers are asked to:

- Introduce a quality management system that meets the requirements of ISO 9001;
- Implement a corporate social and environmental responsibility approach in accordance with ISO 26000;
- Implement an environmental management system that meets the requirements of ISO 14001.

Suppliers who do not have such certifications must introduce similar approaches for which they must be able to provide proof (internal procedures, documentation etc.).

## 6 CONTROL AND COMPLIANCE

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### 6.1 REPORTS

Suppliers must inform the Group of any non-compliance with the Code that they are aware of. For that purpose, Suppliers must provide their Workers with a confidential whistleblowing system to enable them to report any inappropriate, illicit or illegal behaviour contrary to the Supplier's internal policies, the law or this Code.



Pursuant to the French law n°2016-1691 on transparency, anti-bribery and the modernisation of the economy ("Sapin II"), whistleblowers who report in good faith an act that they consider to be illicit or illegal must not be subjected to any reprisals in any form whatsoever (such as reassignment, demotion, reduction in salary, change of working hours or shift, threats of dismissal, hostile attitude etc.).

## 6.2 VERIFICATIONS AND AUDITS

The Group can check the Supplier's compliance with this Code using any documents, declarations and certifications of the Supplier, as well as any questionnaires sent to and duly completed by the Supplier.

In addition, the Group reserves the right to conduct, or have conducted, by its own employees or by third parties, any audits of the Supplier's sites and its accounting records, on an annual basis, provided that it gives reasonable notice. In the event of non-compliance with the Code, the Supplier authorises the Group to conduct one or more additional audits to detect any other nonconformities and check the implementation of corrective measures.

## 6.3 CONSEQUENCES OF NON-COMPLIANCE

If non-compliance with the Code is detected, the Group will take all necessary and appropriate measures to investigate the non-compliance and will enter into open talks with the Supplier.

The Supplier must help the Group with the investigation and provide any information required or necessary.

At the end of the investigation:

- In the event of minor non-compliance, and if the Group considers that corrective measures are necessary, the Supplier must draw up a corrective action plan to be introduced in order to comply with this Code;
- In the event of major non-compliance that is persistent or recurrent, the cause of the Supplier's behaviour will be analysed. In any case, the Group reserves the right to cancel any contract and/or terminate any commercial relationship between the Group and the defaulting Supplier.





## **ADHERENCE FORM TO THE CODE**

By signing the present Code, the Supplier confirms and warrants its compliance with all of the requirements and Guiding Principles set forth herein. Furthermore, the Supplier agrees that this Code constitutes a commitment by the Supplier under any existing contract (if any) and any existing commercial and/or contractual relationship between the Group and the Supplier. Should any change occur after the signing of this adherence form, the Supplier undertakes to inform the relevant Group company as soon as possible.

Made at: \_\_\_\_\_

Date: \_\_\_\_\_

Name of the company: \_\_\_\_\_

Duly authorized signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and stamp of the company:

# AddUp

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