

# Code of Conduct for Suppliers of the MEYER WERFT Group



MEYER WERFT Group

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# Code of Conduct for Suppliers of the MEYER WERFT Group

## 0. Executive Summary

The MEYER WERFT Group expects its suppliers, service providers, and other business partners to fully comply with fundamental human rights, labor, environmental, ethical, and legal standards.

This Supplier Code of Conduct defines the binding minimum requirements applicable to every business relationship with the MEYER WERFT Group. It forms the basis for responsible, sustainable, and legally compliant cooperation along the entire supply chain.

This Code of Conduct sets out the MEYER WERFT Group's expectations regarding:

- the protection of human rights,
- fair and safe working conditions,
- environmental and climate protection,
- ethical and lawful business conduct and
- the fulfilment of due diligence obligations within supply chains.

Compliance with this Code of Conduct constitutes a material contractual obligation. Depending on the nature and severity of a violation, breaches may result in remedial measures, contractual sanctions or even the termination of the business relationship.

## 1. Preamble and Self Understanding

The MEYER WERFT Group is aware of its entrepreneurial responsibility towards people, the environment and society. As an internationally operating group with complex supply chains, the MEYER WERFT Group is committed to responsible, sustainable and lawful conduct.

This Supplier Code of Conduct specifies the fundamental values and principles that the MEYER WERFT Group expects its suppliers to uphold. It is aligned with relevant human rights conventions, the core labor standards of the International Labor Organization (ILO), applicable national and international laws, regulations, conventions and collective bargaining agreements, as well as the MEYER WERFT Group's own business principles.

Furthermore, the MEYER WERFT Group Supplier Code of Conduct considers the requirements of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz – LkSG) and relevant international ESG standards (ESG meaning Environment, Social and Governance). The objective is to ensure the effective implementation of human rights and environmental due diligence obligations along supply chains.

The MEYER WERFT Group expects contractors, suppliers and other business partners (hereinafter: "Suppliers") not only to implement these principles within their own operations but also to appropriately pass them on throughout their own supply chains. Suppliers are expected to promote the protection of human rights, social rights, environmental protection, and ethical and compliance-related requirements to the same degree to which the MEYER WERFT Group has committed itself in its internal Code of Conduct and its Human Rights Policy Statement.

Entering into a business relationship with the MEYER WERFT Group requires the Supplier to acknowledge, implement, and actively ensure compliance with this Code of Conduct.

## 2. Scope and Responsibilities

### 2.1 Scope of Application

This Code of Conduct applies to all suppliers, service providers, and other business partners of the MEYER WERFT Group, regardless of their legal form, registered office, or the nature of the services provided.

It applies to all contractors along the supply chain, including subcontractors and lower-tier subcontractor, temporary employment agencies and personnel service providers, and any other third parties acting on behalf of or at the instruction of a supplier.

The Supplier is obligated to appropriately pass on the requirements of this Code of Conduct to its own suppliers and subcontractors and to ensure their compliance.

This Code of Conduct applies in addition to individual contractual agreements. In the event of any conflicts between this Code and contractual provisions, the MEYER WERFT Group shall apply the stricter standard. Statutory obligations always take precedence and are not limited by this Code.

### 2.2 Supplier Responsibilities

The Supplier bears responsibility for complying with this Code of Conduct within its own operations and—on a risk-based approach—throughout its supply chain.

The Supplier commits to inform and appropriately train its employees regarding the content of this Code of Conduct, implement suitable organizational measures to ensure and monitor compliance, identify and assess risks related to human rights, working conditions, and environmental matters, and address identified risks through suitable preventive and remedial actions.

The Supplier further agrees to reasonably support the MEYER WERFT Group in fulfilling its statutory due diligence obligations and to provide relevant information, documentation, and evidence upon request.

Where conflicts arise between economic interests, scheduling requirements, or other operational considerations on the one hand and human rights concerns on the other, the respect, protection, and safeguarding of human rights shall take precedence.

The Supplier shall ensure that decisions along its supply chain reflect this priority and shall document the underlying considerations in a comprehensible manner.

This priority applies in situations involving risks to life, limb, physical integrity, liberty, freedom of association or risks affecting particularly vulnerable groups of people.

## 3. Human rights and working conditions

### 3.1 General Principle

The Supplier commits to respecting and protecting internationally recognized human rights and to refraining from causing or contributing to violations of such rights, whether directly or indirectly. The relevant standards include the core labor standards of the International Labor Organization (ILO) and applicable national and international human rights provisions. The Supplier ensures that these principles are upheld by all managers, employees and third parties engaged by the Supplier.

### 3.2 Prohibition of forced labor and modern slavery

All forms of forced labor, compulsory labor, debt bondage, human trafficking, involuntary prison labor, forced prostitution or any other form of modern slavery are strictly prohibited.

The Supplier ensures that employment is voluntary, no identity documents, work permits, or personal items are withheld, no unlawful deposits, recruitment fees or comparable dependencies are imposed and employees may terminate their employment in accordance with applicable legal requirements.

### 3.3 Prohibition of child labor

Child labor is strictly prohibited. The Supplier commits to respect the applicable statutory minimum working age and to comply with the requirements of the relevant ILO conventions, particularly those concerning the worst forms of child labor.

### 3.4 Equal treatment and non-discrimination

Equal opportunities, equal treatment and tolerance shall be ensured and actively promoted. The Supplier shall refrain from any form of discrimination against its employees and shall treat them equally regardless of ethnic, national or social origin, skin color, age, gender, religion, belief, nationality, health status, disability, sexual orientation, political opinion or any other protected characteristic. Recruitment, employment, and development decisions shall be based solely on qualifications and abilities.

### 3.5 Freedom of Association and Collective Bargaining

The Supplier respects the right of employees to form, join, or refrain from joining trade unions or employee representative bodies. The exercise of these rights shall not result in any disadvantage, retaliation, or other adverse consequences.

### 3.6 Working hours, remuneration and minimum social standards

The Supplier shall ensure compliance with the statutory maximum working hours and minimum rest periods applicable in the relevant country. The Supplier is committed to pay its employees at least the remuneration required (“minimum wage”) under applicable statutory and collective bargaining provisions. Wages shall be paid in full, on time and transparently. Unlawful deductions are prohibited. Upon request, the Supplier shall provide the MEYER WERFT Group with suitable and verifiable evidence proving that the required remuneration has been duly paid.

### 3.7 Prohibition of Unlawful Eviction

Unlawful eviction and unlawful deprivation of land, forests, or waters, including the construction on or other use of land, forests or waters used to secure the livelihood of individuals, are prohibited.

### 3.8. Use of qualified security services

Where private or public security forces are employed or utilized, the Supplier shall ensure adequate instruction and oversight to prevent human rights violations, including torture, cruel, inhuman or degrading treatment, injury to life or limb, or any interference with freedom of association and collective bargaining.

### 3.9 Adequate accommodation and housing

Accommodation and housing provided to employees of the Supplier must meet the minimum standards for adequate living conditions. Housing is considered adequate if it complies at least with the guidelines of the competent local authorities and the laws and regulations of the country in which the work is performed.

The Supplier accepts and implements the guidelines issued by the relevant authorities and all obligations arising therefrom.

### 3.10 Applicable law for activities in Germany

Where the Supplier performs services for the MEYER WERFT Group within the territory of the Federal Republic of Germany, the Supplier shall comply with all mandatory German statutory provisions, regardless of the Supplier's domicile. This includes the requirements of German labor and social law, including regulations on working hours, minimum wages, occupational health and safety, temporary employment, immigration and employment law, as well as relevant collective bargaining agreements and public law requirements. The Supplier shall ensure that personnel and subcontractors deployed are lawfully employed and that all required permits, approvals, and documentation are in place.

## 4. Occupational health and safety

### 4.1 General Principle

The protection of the life and health of employees has the highest priority in all activities carried out for the MEYER WERFT Group. The Supplier is committed to ensure the safety and health protection of its employees and to complying with all applicable statutory, regulatory and occupational insurance requirements relating to occupational health and safety.

### 4.2 Organization of occupational health and safety

The Supplier shall ensure that an appropriate occupational safety management system is established. This includes the designation of responsible persons for occupational health and safety, the performance and documentation of risk assessments, the definition of suitable protective measures and the regular review of the effectiveness of such measures.

### 4.3 Instruction and qualification

The Supplier shall ensure that all employees receive appropriate instruction prior to commencing their work and regularly during employment. Training shall cover job specific hazards, required protective measures and conduct in hazardous or emergency situations. Employees may only be deployed if they are professionally competent and adequately qualified for the respective activity.

#### 4.4 Personal protective equipment and safe work equipment

The Supplier shall provide suitable personal protective equipment free of charge and ensure its proper use. Work equipment, machinery, and tools must comply with applicable legal requirements, be inspected regularly, and be maintained in a safe condition.

#### 4.5 Occupational Medical Care and Accident Prevention

The Supplier shall ensure compliance with statutory requirements relating to occupational medical care and accident prevention. Work accidents, near misses, and safety relevant incidents shall be appropriately documented, analyzed and prevented through suitable corrective measures. If any of the above incidents occur on premises of the MEYER WERFT Group, the Supplier has to report such incidents to the relevant departments of the MEYER WERFT Group.

#### 4.6 Cooperation and authority to issue instructions

The Supplier is committed to complying with all applicable safety and site regulations when operating on MEYER WERFT Group premises. Instructions issued by the MEYER WERFT Group or by its authorized representatives to prevent hazards or ensure compliance with occupational safety requirements must be implemented without delay. The MEYER WERFT Group reserves the right to suspend activities or to exclude individuals from performing work in the event of serious or repeated violations of occupational safety regulations.

### 5. Environmental and climate protection

#### 5.1 General Principle

The Supplier shall act in an environmentally responsible manner and shall implement appropriate organizational measures to prevent or minimize environmental impacts.

#### 5.2 Compliance with Environmental Regulations

The Supplier shall ensure compliance with all national and international environmental laws and regulations applicable to its activities. This includes requirements relating to emissions, waste, hazardous substances, wastewater, noise and the protection of soil, water and air. The Supplier shall obtain, maintain, and keep valid all necessary permits, licenses and notifications.

### 5.3 Resource conservation and environmental management

The Supplier shall make reasonable efforts to reduce the consumption of natural resources and to limit environmentally harmful impacts arising from its operations.

Where appropriate and feasible, the Supplier shall implement organizational measures for the structured management of environmentally relevant aspects of its business activities.

### 5.4 Dynamic Legal Reference – National and European Environmental Obligations

The Supplier is committed to complying with all environmental due diligence, documentation, evidence retention, and information obligations arising from current or future national or European legal requirements. This applies irrespective of whether such obligations are expressly mentioned in this Code of Conduct.

### 5.5 Supplier Duty to Cooperate

The Supplier is committed to reasonably supporting the MEYER WERFT Group in fulfilling its statutory environmental obligations. This includes the duty to provide relevant information, declarations, and evidence upon request, disclose information relating to the origin, extraction, processing or supply chains of materials and products used, where required by law, and cooperate in audits, assessments, or risk based analyses.

### 5.6 Duty to Adapt to Changing Legal Requirements

If environmental legal requirements change or new obligations arise, the Supplier shall adjust its internal processes, procedures, and documentation accordingly. The extent of such adjustments depends on the nature, scope and risk associated with the respective activity as well as on the applicable statutory requirements.

## 6. Business ethics and compliance

### 6.1 General Principle

The Supplier is committed to conducting its business with integrity, transparency, and in compliance with all applicable laws. All business activities shall be carried out in accordance with applicable statutory provisions, regulatory requirements, and generally recognized ethical standards.

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The Supplier shall implement suitable organizational measures to prevent, detect, and appropriately address compliance violations.

## 6.2 Anti-corruption and anti-bribery

The Supplier shall not tolerate any form of corruption, bribery, undue advantage or extortion. The Supplier shall refrain from fraudulent behavior, corruption, extortion and bribery in any form and shall ensure that any payments, gifts or other benefits offered to customers (including employees of the MEYER WERFT Group), public officials or other parties comply with all applicable anti-corruption and anti-bribery laws in all jurisdictions where the Supplier conducts business. Benefits, gifts or invitations may only be granted within the legally permissible and commercially appropriate scope.

## 6.3 Fair Competition and Antitrust Law

The Supplier shall adhere to the principles of fair competition and comply with all laws and regulations designed to maintain and promote competition, including applicable antitrust and competition laws. These rules prohibit agreements or other activities with competitors aimed at influencing prices or terms, allocating markets or customers, or otherwise restricting free and open competition. They further prohibit agreements that restrict customers' freedom to set resale prices or conditions independently.

## 6.4 Conflicts of interest

Potential or actual conflicts of interest that may affect cooperation with the MEYER WERFT Group must be disclosed without delay and appropriately addressed.

## 6.5 Protection of Confidential Business Information and Trade Secrets

The Supplier shall protect all confidential information, business information and trade secrets obtained during the business relationship. Disclosure to third parties or any other use is permitted only if contractually agreed, legally required or expressly authorized by the MEYER WERFT Group in writing. If the Supplier identifies or suspects vulnerabilities or information security incidents that may affect the security of MEYER WERFT information or assets, the Supplier is obligated to report the matter to the relevant MEYER WERFT departments (in case of doubt, the usual contact person) and to the designated reporting office via e mail at [servicedesk@meyserviceportal.com](mailto:servicedesk@meyserviceportal.com).

## 6.6 Data protection and information security

The Supplier shall ensure that personal data is processed in accordance with all applicable data protection regulations. Appropriate technical and organizational measures must be implemented to protect data against unauthorized access, loss or misuse.

## 6.7 Compliance Organization and Training

The Supplier is committed to informing its employees of the compliance requirements relevant to them and—where necessary—to providing adequate training. The Supplier shall ensure that violations of statutory or ethical requirements are addressed internally and that suitable corrective measures are implemented.

# 7. Supply chain and subcontractors

## 7.1 General Principle

The Supplier is responsible for ensuring compliance with this Code of Conduct not only within its own operations but also—on a risk-based approach—throughout its supply chain. The Supplier's responsibility does not end with the engagement of subcontractors or other third parties.

## 7.2 Selection and Engagement of Subcontractors

The Supplier is committed to selecting subcontractors, subsuppliers, and other third parties based on objective, transparent, and risk-oriented criteria. Human rights, labor law, environmental, and compliance related risks must be appropriately considered during the selection process.

## 7.3 Passing on the commitments

The Supplier commits to passing on the essential provisions of this Code of Conduct to its subcontractors and any other third parties involved in the performance of services. The Supplier shall ensure that corresponding obligations are contractually agreed upon.

## 7.4 Monitoring and control

The Supplier shall implement suitable and reasonable measures to verify that subcontractors comply with the obligations passed on to them.

The type and extent of such measures shall depend on the respective risk, the nature of the service, and the subcontractor's position within the supply chain.

## 7.5 Cooperation Obligation towards the MEYER WERFT Group

The Supplier is committed to establishing and maintaining an adequate and effective risk management system for its supply chain.

This system shall ensure adherence to human rights standards, environmental requirements, fair working conditions and compliance obligations throughout all relevant stages of the supply chain. As part of this risk management system, the Supplier shall regularly conduct a risk-based analysis of its supply chain. This includes identifying, assessing, and prioritizing potential human rights, environmental, labor and compliance related risks. The intensity of the analysis and subsequent measures depends on the risk profile, the nature of the relevant service and the subcontractor's position within the supply chain. To avoid or minimize identified risks, the Supplier shall implement suitable preventive measures, including risk-based assessments, audits, supplier meetings and the use of appropriate monitoring tools. The Supplier shall ensure that subcontractors are bound by corresponding obligations and comply with the requirements set out in this Code. Where risks or violations are identified, the Supplier shall promptly implement appropriate corrective measures to eliminate or minimize the violation and prevent future breaches. The Supplier shall document the measures taken within its risk management system in a comprehensible manner. Upon request, the Supplier shall provide the MEYER WERFT Group with appropriate information on subcontractors, supply chain structures, preventive and control measures and shall support risk-based assessments, analyses or audits.

## 7.6 Handling Identified Violations

If violations of this Code of Conduct or of statutory obligations are identified within the supply chain, the Supplier shall implement appropriate corrective measures. Such measures include the termination or cessation of the criticized practices and—where necessary—the adjustment of cooperation with affected subcontractors.

## 7.7 Cooperation and Escalation

The Supplier is committed to cooperating constructively with the MEYER WERFT Group in implementing preventive and corrective measures. The Supplier shall inform the MEYER WERFT Group without delay of any identified violations or substantiated indications of violations of this Code of Conduct or relevant legal obligations within its supply chain.

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Furthermore, the Supplier shall promptly notify the MEYER WERFT Group if regulatory investigations, judicial proceedings, substantiated NGO reports, or media inquiries involve allegations relevant under this Code against the Supplier or material subcontractors. The Supplier shall cooperate in clarifying the facts, grant access to relevant documentation, facilitate discussions with responsible personnel and—where legally permissible—coordinate external communication with the MEYER WERFT Group to avoid reputational and consequential damages and to expedite effective corrective measures. If corrective measures are not implemented within a reasonable period or cooperation is not ensured, the MEYER WERFT Group reserves the right to take appropriate contractual or organizational measures.

## 8. Risk Analysis, Prevention, and Remediation

### 8.1 Principle of risk-based due diligence

The Supplier is committed to appropriately identifying, assessing, and addressing risks concerning human rights, working conditions, environmental matters and ethical and lawful conduct within its business operations. The type and scope of measures shall depend on the respective risk, the nature of the activity, the Supplier's level of influence and its position within the supply chain.

### 8.2 Risk identification and assessment

The Supplier shall cooperate in risk assessments where required to fulfil statutory or contractual due diligence obligations. This includes the duty to provide relevant information on its own business operations and on subcontractors used upon request; disclose known or identifiable risks without delay; appropriately consider changes in the risk landscape.

## 9. Complaint and Whistleblowing System

### 9.1 General Principle

Complaint and whistleblowing mechanisms serve to identify risks and violations at an early stage and to enable timely remediation. They form an essential component of responsible corporate governance. Where legal obligations exist, the Supplier shall ensure that the reporting of potential violations of statutory provisions, this Code of Conduct, or other serious misconduct is possible and treated with due seriousness.

## 9.2 Access to Complaint Mechanisms

The Supplier shall ensure that employees, temporary workers, subcontractors and other persons affected by its business activities have the opportunity to report concerns or violations through appropriate channels.

## 9.3 Protection against discrimination

The Supplier shall ensure that whistleblowers who report concerns in good faith do not suffer any disadvantage, retaliation, or other adverse treatment. Any form of reprisals against whistleblowers is strictly prohibited.

## 9.4 Cooperation with the MEYER WERFT Group

The Supplier agrees to inform the MEYER WERFT Group of material reports or identified violations, insofar as such disclosure is legally permissible and factually necessary. The Supplier further acknowledges that reports may also be submitted through complaint or whistleblowing systems established by the MEYER WERFT Group.

# 10. Audits, controls and evidence

## 10.1 General Principle

The Supplier is committed to demonstrating compliance with this Code of Conduct in an appropriate manner upon request.

## 10.2 Participation in examinations

The Supplier commits to reasonably cooperating in risk-based audits, assessments, or evaluations conducted by the MEYER WERFT Group or third parties authorized by it. This includes providing relevant documents and information, enabling discussions with responsible contact persons and supporting the evaluation of preventive and corrective measures. The type, scope, and frequency of audits shall depend on the respective risk, the nature of the service and the significance of the business relationship.

## 10.3 Conducting Audits

Audits may be conducted with prior notice or—where objectively justified—without prior notice. In doing so, the legitimate interests of the Supplier, particularly business and trade secrets as well as data protection requirements are appropriately respected.

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## 10.4 Documentation and Evidence Obligations

The Supplier shall retain all documents relevant to compliance with this Code of Conduct for an appropriate period. Upon request, the Supplier shall provide the MEYER WERFT Group with suitable evidence, insofar as this is necessary to fulfil statutory or contractual obligations.

## 10.5 Consequences of Lack of Cooperation

Insufficient or refused cooperation in audits, inspections, evidence requests, or in the performance of risk analyses and risk assessments related to the supply chain may be considered a violation of this Code of Conduct.

# 11. Sanctions and consequences

## 11.1 Essential contractual obligation

Compliance with this Code of Conduct constitutes a material contractual obligation of the Supplier. Violations of this Code of Conduct may result in appropriate consequences, depending on the nature, severity and duration of the violation as well as the degree of fault attributable to the Supplier.

## 11.2 Graduated measures

In the event of identified violations, the MEYER WERFT Group reserves the right to take the following measures:

- request for a formal statement,
- agreement on and monitoring corrective action or remediation plans,
- contractual conditions or restrictions,
- temporary suspension of cooperation,
- exclusion of individual persons from performing work and
- termination of the business relationship for cause.

The type and extent of measures shall be determined on a case-by-case basis and in accordance with the principle of proportionality.

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Where serious violations of human rights or environmental obligations are identified which cannot be remedied or effectively minimized within a reasonable period despite adequate corrective measures, the MEYER WERFT Group reserves the right to terminate the business relationship for good cause.

### 11.3 No Limitation of Additional Rights

Any further contractual, statutory or other rights of the MEYER WERFT Group remain unaffected. In particular, the right to claim damages or to terminate the contractual relationship for good cause remains unaffected.

### 11.4 Continued Validity and Effectiveness

If any provision of this Supplier Code of Conduct is or becomes invalid, illegal, or unenforceable, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected. The invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent as closely as possible. If such modification is not possible, the provision shall be deemed severed from this Code of Conduct.

Papenburg, 25.03.2026



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**Bernd Eikens**  
Chief Executive Officer (CEO)



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**Ralf Schmitz**  
Chief Restructuring Officer (CRO)