

SUPPLIER CODE OF CONDUCT



English Version

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1 PREAMBLE

Port International is committed to socially and ecologically sustainable corporate governance. We expect all our employees to adhere to our corporate principles of ecologically, socially and ethically fair conduct. We expect the same from our business partners and suppliers. Furthermore, we are determined to continuously optimize our business activities and our products in terms of sustainability and ask our suppliers to contribute to this as part of a holistic approach. This Supplier Code of Conduct of Port International GmbH (hereinafter: "CoC") serves as the cornerstone for the joint effective implementation of these principles.

The CoC defines the expectations of Port International GmbH regarding the protection of human rights and environmental rights in the supply chain, which you as a supplier must observe and comply with in business transactions with companies of Port International GmbH. Companies of Port International GmbH within the meaning of this CoC are all companies in which Port International GmbH holds a direct or indirect interest of at least 50%.

The CoC takes into account the fulfillment of legal and customer requirements. By incorporating the CoC into the business relationship with its suppliers, Port International GmbH fulfills its responsibility to integrate its human rights strategy into the procurement processes. This CoC forms the necessary basis for cooperative and appropriate collaboration in the supply chain to protect human rights and the environment.

The following provisions are binding for the cooperation between the companies of Port International GmbH and their suppliers. The CoC shall apply as long as the suppliers have a business relationship with one or more companies of Port International GmbH.

It is clarified that compliance with the requirements of this CoC does not release the supplier from fulfilling any further requirements arising for them from the relevant applicable legal provisions.

2 COMMITMENTS TO PROTECT HUMAN RIGHTS AND ENVIRONMENTAL RIGHTS

2.1 General information on the cooperation between Port International GmbH companies and their suppliers

The companies of Port International GmbH expect that their suppliers do not violate the subjects of protection listed in the catalogue under Section 3 of this CoC (hereinafter referred to as “human rights and environmental rights”). Suppliers undertake to uphold human rights and environmental rights in their own business activities and to implement the requirements of this CoC.

Suppliers also undertake to communicate the principles of this CoC and the resulting obligations to their suppliers in an appropriate manner and to place them under sufficient obligation to prevent violations of human rights and environmental rights in the wider supply chain. They must ensure that the requirements are implemented appropriately and monitor them on a risk basis.

Suppliers shall inform their employees about the contents of this CoC and provide training where necessary. The same applies to general training regarding human rights and environmental rights.

If suppliers are of the opinion that they cannot fulfill a requirement of this CoC without violating relevant applicable legal provisions, they must inform Port International GmbH immediately (sustainability@port-international.com).

Suppliers are also requested to inform Port International GmbH if their procurement and purchasing practices have a negative impact on human rights and environmental rights in relation to products manufactured for Port International GmbH.

The implementation of the expectations set out in this CoC is at the discretion of the supplier. In the interests of effective human rights and environmental rights, Port International GmbH expects suppliers to analyze existing risks in accordance with existing legal requirements and to operate appropriate management systems, clearly assign responsibilities and provide sufficient personnel capacities. Appropriateness depends in particular on the size, sector and position of the supplier in the supply chain. The Supplier should determine the impacts of its business activities on human rights and environmental rights and address any identified risks and/or violations appropriately and verifiably.

All measures and obligations laid down in this CoC shall, as far as possible, be implemented after consultation with the suppliers and always in accordance with their legitimate interests (including, where applicable, the interests of their suppliers), the rights of employees, data protection and the protection of business secrets.

2.2 GENERAL AND EXTENDED OBLIGATIONS TO COOPERATE ON THE BASIS OF SUPPLIER GROUPS

Port International GmbH defines supplier groups based on its own risk analysis, business intensity, company size and other factors. While general obligations to cooperate are mandatory for all suppliers of Port International GmbH, extended obligations to cooperate only apply to certain groups of suppliers. Extended obligations to cooperate are clearly identified as such below by being listed in “b)” subsections. All obligations to cooperate not listed in a “b)” subsection are automatically general obligations to cooperate. The companies of Port International GmbH will explicitly communicate to suppliers whether they are affected by certain extended obligations to cooperate.

2.3 OBLIGATION TO REPORT VIOLATIONS OF HUMAN RIGHTS AND ENVIRONMENTAL RIGHTS

Suppliers are obliged to immediately report any significant violations (hereinafter: "Severe Cases") of the human rights and environmental rights listed in this CoC. This also includes reasonable suspicion or the foreseeable imminence of Severe Cases. For better orientation, all violations classified as reportable Severe Cases have been listed in the "Severe Case Evaluation Scheme", the current version of which is available on our website¹. The report should be sent via the port trust channel: <https://port-international-trust-channel.integrityline.app/?lang=en>

2.4 DISCLOSURE REQUIREMENTS FOR THE RISK ANALYSIS OF PORT INTERNATIONAL GMBH

Suppliers are aware that the companies of Port International GmbH are obliged to adequately measure risks in their supply chain. At the request of a Port International GmbH company, the suppliers shall immediately provide all information that Port International GmbH, its customers or third parties commissioned by Port International GmbH for this purpose require in order to carry out a risk analysis with regard to the suppliers (including repeatedly, if necessary). If necessary in individual cases, the suppliers shall also tolerate employees or agents of Port International GmbH or its customers inspecting the suppliers' premises for the same purpose. Direct confidential contact with employees, employee representatives and other local stakeholders must be made possible.

2.4 a) *Extended disclosure requirements (only for selected suppliers)*

Depending on the business intensity and context, Port International GmbH reserves the right to request regular sustainability reporting from suppliers. Such reporting requests take into account the capacities of the suppliers and may be limited to specific sustainability topics or involve a reporting standard chosen by the suppliers. Suppliers must always ensure that all information provided as part of sustainability reporting can be verified upon request.

Port International GmbH, in agreement with its business partners, conducts Life Cycle Assessments to determine environmental footprints. Data collected for this purpose is always treated confidentially and must always be verifiable. Port International GmbH supports participating suppliers in gradually closing existing data gaps.

2.5 PREVENTION MEASURES AT SUPPLIERS

If a Port International GmbH company identifies a risk in relation to the supplier's business activities, the supplier shall be obliged to take appropriate preventive measures in relation to those human rights and/or environmental rights to which the risk relates, at the request of a Port International GmbH company, and to provide evidence of these measures.

If necessary in individual cases, the suppliers shall tolerate that employees of Port International GmbH, its customers or independent third parties carry out appropriate inspections at all of the suppliers' business premises potentially affected by the risk and inspect the suppliers' documents relevant to the risk. If a further risk analysis reveals a substantially changed or significantly expanded risk situation, these obligations shall apply again.

¹ [Supplier Code of conduct - Port International](#)

If the suppliers themselves identify a risk, they must take appropriate preventive measures independently and without being requested to do so.

2.5 a) Extended obligations to cooperate in preventive measures (only for selected suppliers)

Depending on the business intensity and context, Port International GmbH reserves the right to conduct its own training or educational programs on individual topics, in which the relevant employees of the suppliers are asked to participate.

2.6 REMEDIATION OF NON-COMPLIANCES AT SUPPLIERS

If a human right or environmental right has been violated or is about to be violated in the course of the supplier's business activities, the supplier shall be obliged to report this circumstance in accordance with section 2.3 and to take appropriate remedial measures to prevent or end the violation or to minimize the extent of the violation. They shall provide Port International GmbH with evidence of the measures they have taken in this respect.

If the nature of the breach is such that not all measures can be taken or become effective immediately, the Suppliers shall immediately prepare and submit to Port International GmbH a concept based on an accessible root cause analysis and a concrete schedule for the outstanding measures or their effectiveness ("Corrective Action Plan"). Upon request, Port International GmbH shall provide the supplier with reasonable support in the preparation of the Corrective Action Plan.

Suppliers shall review the effectiveness of all measures taken by them in accordance with this Section 2.6 again one year later and on an ad hoc basis; if necessary, they shall adjust the measures in an appropriate manner. They must report on this to Port International GmbH separately or as part of a predefined reporting format in accordance with Section 2.4 b).

Without prejudice to its other rights, each company of Port International GmbH is entitled to suspend the business relationship with suppliers until the suppliers have demonstrably fulfilled their obligations.

2.7 PREVENTIVE MEASURES IN THE UPSTREAM SUPPLY CHAIN OF SUPPLIERS

Suppliers shall use their best endeavors to establish appropriate preventive measures to ensure compliance with human rights and environmental rights among their suppliers, such as the implementation of appropriate control measures during normal business hours and after reasonable advance notice by employees of Port International GmbH or independent third parties, support in the prevention and avoidance of a risk or the implementation of appropriate industry-specific or cross-industry initiatives.

Port International GmbH reserves the right to block certain suppliers on the basis of identified social and ecological risks. This can be done through both positive and negative lists (white or black lists), which are communicated to the suppliers in advance. Suppliers are obliged to purchase goods sold to Port International GmbH companies exclusively from the pool of suppliers defined by these lists. Any deviations must be agreed in advance with the companies of Port International GmbH. The definition of such lists does not release suppliers from their obligation to report to GGN in accordance with Section 1.2 of the Quality Agreement for Suppliers.

Suppliers shall tolerate Port International GmbH companies, with their involvement, making direct contact with their suppliers in order to implement their own prevention measures, for example by requesting a

connection on corresponding platforms such as EcoVadis or Sedex. Other communication channels remain unaffected by this.

2.8 REMEDIATION OF NON-COMPLIANCES IN THE UPSTREAM SUPPLY CHAIN OF SUPPLIERS

If there are actual indications that a Severe Case breach as defined in the “Severe Case Evaluation Scheme” in the upstream supply chain of the suppliers (i.e. at a direct or indirect supplier of the suppliers) is possible or if such a Severe Case has occurred, the suppliers are obliged to report this circumstance to Port International GmbH in accordance with section 2.3 above.

At the request of a Port International GmbH company, the suppliers shall immediately obtain all information required by Port International GmbH, its customers or third parties commissioned by Port International GmbH for this purpose (including repeatedly, if necessary).

Suppliers shall support Port International GmbH to the best of their ability in the creation and implementation of a concept to prevent, terminate or minimize the risks or violations. Suppliers shall in particular ensure the cooperation of their direct suppliers or work towards the necessary cooperation in the further supply chain and shall use their best efforts to ensure that suppliers immediately take the appropriate remedial measures provided for in the concept analogous to the procedure described in section 2.6. Suppliers shall provide Port International GmbH with evidence of the remedial measures taken upon request.

Suppliers shall use their best efforts to ensure through appropriate agreements with their direct suppliers that they can fulfill their obligations under this Section 2.8 at all times (i.e. that they receive the required information immediately if necessary, that their direct and indirect suppliers tolerate the aforementioned inspections and that they accept and implement the aforementioned preventive measures). If the suppliers in the upstream supply chain of the suppliers refuse to cooperate in remedying the violation, this must be documented by the suppliers an evidence provided to Port International GmbH upon request.

2.9 INFORMATION REGARDING THE PORT TRUST CHANNEL

Port International GmbH operates its own trust channel for the secure communication of violations within the supply chain. It is an encrypted communication platform that enables the protected exchange of information in various languages. The trust channel fulfills several functions in the human rights strategy of Port International GmbH:

- The protected receipt of disclosures of Severe Cases by suppliers in accordance with section 2.3
- The protected receipt of disclosures of Severe Cases by suppliers' subcontractors in accordance with section 2.3
- The protected receipt of reports submitted by employees of suppliers and other stakeholders, in addition to or as an alternative to the suppliers' own complaints mechanism in accordance with 3.2.12
- Data-secure communication between Port International GmbH and responsible employees of the supplier in order to take and implement appropriate remedial measures in accordance with sections 2.6 and 2.8

Incoming reports are received by specially trained corporate responsibility personnel and processed impartially with the utmost confidentiality.

Suppliers are requested to appropriately communicate the possibility of reporting violations via the Port Trust Channel within their own company and to direct suppliers. Suppliers expressly undertake not to

disadvantage or penalize employees or other potential participants who use the Port Trust Channel in any way. They shall work closely with the trusted persons of Port International GmbH in order to remedy any grievances identified within the framework of the procedure described in Sections 2.6 and 2.8. To the extent that the suppliers become aware of facts from ongoing remedial proceedings, in particular the identity of individuals, they shall treat them as strictly confidential and take appropriate precautions to ensure confidentiality.

Port International GmbH assesses violations identified through the Port Trust Channel much more leniently than externally identified violations, as the suppliers have actively contributed to their detection by making the Trust Channel accessible. Reported violations that would most likely have remained undetected without the proactive disclosure or cooperation of the suppliers will be addressed by Port International GmbH in the benevolent interest of the suppliers. This means that Port International GmbH will take additional measures to the best of its ability to minimize negative consequences for suppliers and provide them with appropriate support in remedying the violations.

The communication of the Port Trust Channel does not release the suppliers from their possible obligation to set up their own internal reporting and complaints structures in accordance with section 3.2.12. If such a complaints mechanism is fully established, it must be used preferentially by the employees of the suppliers, while the Port Trust Channel remains open for exceptional cases (e.g. justified fear of reprisals or foreseeable conflicts of interest and loyalty of the personnel responsible for operating the internal complaints mechanism). If an internal complaints mechanism receives reliable evidence of significant violations, this must be reported in accordance with section 2.3 by the personnel responsible for operating the internal complaints mechanism via the port trust channel. Compliance with applicable data protection requirements must be ensured.

2.9 a) Extended obligations to cooperate with the Port Trust Channel

Port International GmbH reserves the right to require business partners to communicate the Port Trust Channel on an ongoing basis to all employees who are directly or indirectly involved in the supply chain of Port International GmbH. This is done by posting the "Information Sheet for the Port International Trust Channel" at the relevant locations in all languages spoken at the locations. Templates for the information sheets in the relevant languages can be found on the documents page of the Supplier Code of Conduct². If individual languages are missing from the templates provided, Port International GmbH will create the relevant templates at the request of its business partners.

2.10 RIGHTS OF PORT INTERNATIONAL GMBH IN THE EVENT OF BREACH OF DUTY BY THE SUPPLIER

If suppliers intentionally or in a grossly negligent manner violate any of their obligations under the above Sections 2.1 to 2.9, any company of Port International GmbH shall be entitled to terminate any continuing obligations existing with the suppliers for good cause and to rescind any purchase contracts not yet fully performed, provided that

- the violation is related to a very serious breach of human rights or environmental rights,
- cooperation in a corrective action plan is refused without reasonable cause,
- the Port International GmbH company has no other less severe means at its disposal to end the violation.

² [Supplier Code of conduct - Port International](#)

Further claims to which the companies of Port International GmbH are entitled in the event of a breach of duty by the supplier (in particular the right to demand compensation for any damages incurred) shall remain unaffected.

3 CATALOGUE OF CRITERIA FOR HUMAN RIGHTS AND ENVIRONMENTAL RIGHTS

3.1 INTRODUCTION

The Code of Conduct for Suppliers is based on the following legal principles and guidelines in addition to applicable international jurisdictions on supply chain due diligence:

- United Nations (UN) Universal Declaration of Human Rights
- UN Guiding Principles on Business and Human Rights
- UN Convention on the Rights of Women
- Women's Empowerment Principles
- OECD Guidelines for Multinational Enterprises
- OECD/FAO Guidelines for Responsible Agricultural Supply Chains
- ILO Declaration on Fundamental Principles and Rights at Work
- ILO Guidelines on Fair Recruitment
- ILO Convention 95 on the Protection of Wages
- ILO Convention 138 on the minimum age for admission to employment
- ILO Convention 182 on the worst forms of child labor
- Code of Conduct of the amfori Business Social Compliance Initiative (BSCI)
- Ethical Trading Initiative (ETI) Base Code
- Stockholm Convention on Persistent Organic Pollutants
- Minamata Convention on Mercury

3.2 HUMAN RIGHTS AND RELATED RIGHTS

3.2.1 Prohibition of forced labor and slavery

All forms of forced or compulsory labor are prohibited. This includes any labor or service that is required of a person under threat of penalty (whether physical, mental, financial or otherwise) and for which the person has not volunteered. Suppliers shall not directly or indirectly engage in or participate in any form of servitude, human trafficking, slavery, slavery-like practices or other forms of oppression. State-imposed forced labor is prohibited, as is the use of prison labor.

Employment may not be used to compensate for debts. Employees are not required to deposit money or identification documents with their employers and are free to leave their employers after a reasonable notice period that is at least equal to the statutory notice periods. In the event of dismissal, threats of a physical, psychological, financial or legal nature against employees and their families or other persons are not permitted. All outstanding wages and other benefits must be paid to departing employees in a timely manner and in accordance with national or local laws. Workers shall not be induced to resign against their will, whether by coercion, deception or other means, and the threat of involuntary termination shall not be used as a means of coercion against them.

3.2.2 Prohibition of Child Labor

The use of child labor is prohibited. Suppliers are obliged to ensure that no child labor is used in any area of their operations, even if this is done on behalf of third parties. The minimum age for admission to work must not be lower than the age at which compulsory education ends according to the law of the place of employment, and in no case lower than 15 years. If the local legal minimum age stipulates a higher age for

work or compulsory schooling, this higher age shall apply. If there is a deviation from these requirements that complies with national law and ILO Convention 138, this must be communicated to Port International.

To ensure the above, there must be an employment policy for hiring decisions at all levels that explicitly states the minimum age for employment. In addition, suppliers must apply reliable age assessment mechanisms when recruiting employees, which under no circumstances may lead to degrading or undignified treatment of applicants. Medical examinations are not suitable for age assessment and are only permitted to determine any effects of the work on the worker and if they are not carried out against the worker's will.

Suppliers are required to review the adequacy and completeness of their systems for the prevention of child labor. In addition, there must be a written internal company policy on dealing with child labor and a responsible person from the company management must be appointed to manage and monitor measures to prevent and eliminate child labor at their own sites.

3.2.3 Protection of juvenile workers

Employees under the age of 18 must always comply with ILO Convention 182 on the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor. These include, but are not limited to, all forms of slavery and practices similar to slavery, the use of children for illicit activities and any work which, by its nature or the circumstances in which it is carried out, is likely to be harmful to the development, health, safety or morals of children or adolescents. If young employees are engaged in work that threatens their safety or health, they must be removed from it immediately and their work area redefined without loss of income.

Employees under the age of 18 may neither work at night nor work overtime. If juvenile workers are participating in vocational guidance, training or education programs approved by the competent authority, their working hours must not interfere with their participation in these programs. In addition, the combination of their working hours, school hours, commuting to and from school may not exceed ten hours per day.

Juvenile workers must not be excluded from work solely because of their age. Suppliers must have an appropriate procedure for recruiting, hiring and providing a safe working environment for young workers, as well as an employment policy that fully respects the rights of young workers. In addition, a list of all juvenile employees must be maintained that includes their names, dates of birth and current positions, as well as a list of all jobs that are suitable for juvenile employees.

3.2.4 Inhumane Treatment and Disciplinary Measures

Suppliers must ensure fair and respectful treatment of their employees. They must ensure that no one is subjected to harsh or inhumane treatment in the workplace. Unacceptable treatment of workers, such as the use or threat of violence, sexual or personal harassment, mental or physical coercion, insults or humiliation and all other forms of power abuse or oppression are prohibited.

All disciplinary procedures must be carried out within the framework of applicable laws and internationally recognized human rights, must be established in writing and must be explained to employees in a clear and comprehensible form at the time of recruitment or induction.

3.2.5 Fair Recruitment and Regular Employment

Suppliers are required to comply with the ILO General Principles and Operational Guidelines for Fair Recruitment and Definition of Recruitment Fees and Related Costs. All recruitment fees must be borne by the employer in accordance with the "Employer Pays Principle". Employees may not be required to pay recruitment fees or related costs, e.g. for training, equipment or medical examinations, in full or in part, either

directly or indirectly, e.g. through deductions from wages or benefits. Any rental costs and other daily living expenses charged by employers to employees should be based on local market prices and allow employees to save money without going into debt.

For the recruitment of employees via recruitment agencies, only recruitment agencies licensed under applicable law should be used, with which binding contracts are concluded that contain clear requirements and sanctions in the event of a breach of the “Employer Pays Principle”. Suppliers must ensure that the agencies they use do not charge workers fees or engage in fraudulent or exploitative recruitment practices. It is not permitted for employees to incur debts towards employers, recruitment agencies or other relevant parties.

All relationships between employers and employees must be entered into on the basis of free and informed consent. The rights and obligations arising from the employment relationship must be recorded in text form and handed over to the employees in the form of an employment contract. The contractual conditions must be formulated in a language in which the employees are fluent and must precisely describe the place of work, the employer, the working conditions (e.g. working time regulations and vacation entitlements), the living conditions, the wages and social benefits to be paid as well as the associated payment and settlement modalities, the duration of the contract, the legal status of the employees upon their arrival and other factors important to the employment relationship. Subsequent changes to the terms of the contract must be voluntarily agreed and documented by all parties concerned and must not be to the detriment of the employee. If employees have poor reading and writing skills, the terms of the contract must be explained verbally by third parties in a comprehensible manner. If employment contracts exist in several versions, e.g. because they have been translated, the content of these versions must be identical.

Before employees take up employment or make other irrevocable decisions, such as terminating a previous employment relationship or moving from their current place of residence to a new place of work, they must receive and sign a legally binding contract in writing.

3.2.6 Fair Payment

The remuneration paid to employees for regular working hours and overtime must correspond to the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher. This minimum hourly wage level must also be achieved if a wage rate is set for production, quota or piecework. The pay for overtime must always exceed the pay for regular hours. Employees must be granted all legally prescribed benefits. The wages and other benefits received should guarantee a living wage level for employees.

Wages and salaries must be paid directly to employees regularly, reliably, in full and on time. Payments must be documented in the form of written payslips. These must be issued in a language that the employees understand. The payslips must provide a precise breakdown of the regular hours worked and overtime and the wages received for these hours, as well as all allowances and deductions. Wages and other benefits must be paid in a locally valid currency by check or bank transfer and may not be issued in the form of vouchers or coupons. Deductions from wages and salaries must be transparent and may only be made under the conditions and to the extent stipulated by law or collective agreement. In accordance with the provisions of ILO Convention 95, deductions from wages and salaries for benefits in kind are only permitted to a limited extent and only in reasonable proportion to the value of the benefit in kind. Benefits in kind may not be used to force employees into dependency.

3.2.7 Working Hours

Suppliers must comply with all applicable laws, regulations and industry standards regarding working hours, rest breaks, overtime and vacation, paid sick days and parental leave. Public holidays must be observed in accordance with national or local labor law. This also applies to compliance with any special regulations for employees based on gender, age, disability or other personal characteristics. In any case, the regular weekly working time may not exceed 48 hours plus a maximum of 12 hours of overtime. Six consecutive working days must be followed by a day off. Overtime is compensated or remunerated at least in accordance with the statutory or collectively agreed regulations. Overtime is ordered by way of exception and exclusively on a statutory, collectively agreed or contractual basis. Working time practices that enable employees to achieve a healthy work-life balance should be promoted.

Employees are entitled to spend time off work at their own discretion, whereby they may move freely and stay outside their workplace or place of residence as far as this is possible. Intimidation or threats of negative consequences to prevent employees from exercising this right are prohibited. If the workplace is remote or difficult to access, employers must provide their employees with appropriate transportation free of charge or at a price based on local market prices.

3.2.8 Prohibition of Discrimination, Harassment and Unequal Treatment

Unequal treatment of employees in any form is prohibited in all areas and in all decisions, unless it is justified by the requirements of employment. This applies, for example, but not exclusively, to discrimination based on gender, national, ethnic or social origin, skin color, disability, health status, political conviction, ideology, religion, age, pregnancy, marital status, sexual orientation or trade union affiliation. All forms of gender identity are to be supported and treated equally. The conditions for recruitment, remuneration, access to training, promotion, dismissal or retirement and access to all rights and protections afforded to employees must be based on the principle of equal opportunity. The personal dignity, privacy and personal rights of all employees are respected.

Suppliers are committed to protecting and empowering vulnerable people and members of vulnerable groups and communities to the best of their ability. They recognize that vulnerability may depend on the context and that certain individuals, groups and communities may be vulnerable in more than one aspect. Equality and equal treatment of seasonal workers, migrant workers and minorities must be ensured. Care must also be taken to eliminate discrimination against women, enable their meaningful participation in decision-making and leadership roles, ensure their career development and advancement, and facilitate their equal access to and control over natural resources, inputs, means of production, extension and financial services, training, markets and information.

Appropriate and effective guidelines, strategies and preventive measures must be taken against discrimination and harassment. These include access to awareness training at management and employee level as well as the corresponding alignment and adaptation of recruitment processes. Furthermore, it is prohibited to treat people who defend themselves against discrimination or harassment or support those affected adversely.

3.2.9 Freedom of Association and Collective Bargaining

The right of employees to form, join or refrain from joining trade unions and to bargain collectively in a free and democratic manner must be respected at all times. Trade unions must be allowed to operate freely and in accordance with the law of the place of employment, including the right to strike. In cases where freedom of association and the right to collective bargaining are restricted by law, the development of alternative means of independent and free association of workers for the purpose of collective bargaining must not be

impeded. It must always be possible to form, join and become a member of a trade union without fear of intimidation or threat.

Employees must be allowed to freely choose their own representatives with whom the company enters into a dialog on workplace issues. Employee representatives must not be denied access to or interaction with employees. Employers are expected to enter into collective bargaining in good faith if they are requested to do so by a legally recognized worker representative body.

3.2.10 Use of security forces

It is prohibited to commission or use private or public security forces to protect a company's project if, due to a lack of instruction or control on the part of the company, the use of security forces violates the prohibition of torture and cruel, inhuman, or degrading treatment, if life or limb is injured, or the freedom of association and union is impaired.

3.2.11 Occupational health and safety

Suppliers must ensure a working environment that complies with applicable and relevant health and safety laws, regulations and standards. Adequate systems to identify, assess, prevent and control potential risks to the health and safety of employees must be in place and a designated person or committee must be appointed for the effective implementation of these.

Personal protective equipment that is adapted to the individual needs of users must be provided and used free of charge. Adequate occupational health insurance and care and facilities must be available and made equally accessible to all workers. Health services should meet the specific needs of all genders and age groups. Occupational health and safety regulations for pregnancy and maternity protection guidelines must be complied with, taking into account national requirements. Measures must be taken to prevent excessive physical and mental fatigue, in particular through appropriate work organization in terms of working hours and rest breaks. In addition, workers must be provided with free access to clean sanitary infrastructure, including safe drinking water and toilets, as well as to eating and resting areas and, where appropriate, cooking and food storage areas.

All appropriate measures must be taken to ensure the stability and safety of facilities and buildings in use and all relevant permits and documents required under national law must be obtained. Emergency plans must be in place and known and accessible to all employees. In dangerous situations and uncontrolled hazards, the right of employees to leave the premises and/or stop work without asking permission must be respected. Adequate cleanliness must be ensured and employees must be granted an appropriate level of privacy. In addition, adequate lighting, temperature control and ventilation must be ensured. The requirements described in this section apply to both work areas and living facilities, provided that these are made available or prescribed for employees.

All employees must receive regular training on occupational health and safety issues and be informed about potential risks to health and safety in the workplace. The latter also applies to all affected communities. The implementation of these information measures and all health and safety-related incidents in the workplace and in all facilities made available to employees must be documented.

3.2.12 Preservation of Natural Resources and basic Human Needs

Suppliers must comply with all applicable legal standards and international norms regarding the prohibition of illegal or unlawful evictions and the acquisition, development and other use of land, forests and water. Ensure that their activities do not violate the rights of people, communities and ecosystems through environmental damage or pollution. These include water pollution, excessive water consumption, illegal

water abstraction, air pollution, harmful noise emissions, deforestation and conversion of forests, harmful soil changes and the destruction of vital ecosystems that damage the natural basis for maintaining health, significantly impair the production of food, deny access to safe and clean drinking water, or impede or destroy access to sanitary facilities.

Legitimate holders of land tenure rights and their rights to natural resources must be respected. Local, national, international and traditional land, water and resource rights must be respected, especially those of indigenous communities. The free, prior and informed consent (FPIC) of the affected communities must be obtained before legally permitted land use changes are carried out or water or resources of local communities are consumed or affected. This consent process must be documented.

3.2.13 Establishment of an effective grievance mechanism

Suppliers that employ more than 50 workers during their peak season are encouraged to establish an effective grievance mechanism at the operational level for individuals and communities that may be adversely affected. The grievance mechanism must be known and easily accessible to all stakeholder groups for which it is intended and take into account access barriers such as language, literacy, access to technology and fear of retaliation. A clear, known procedure with a defined timeframe for each stage of the process must be defined and communicated. Incoming complaints must be handled impartially, fairly and confidentially by an appropriate body and documented. Remedial measures taken must be in accordance with applicable laws and internationally recognized human rights and must also be documented. A check should be made for possible retaliation and effective measures taken to prevent and combat retaliation. The grievance mechanism should be developed and revised in consultation with stakeholders, e.g. through regular surveys, in order to achieve optimal usability and effectiveness.

As described in section 2.9, the companies of Port International GmbH operate their own Trust Channel. Once an internal grievance mechanism has been fully established, the Port Trust Channel remains open to the employees of the suppliers for exceptional cases, for example if reprisals cannot be ruled out due to the report or if the internal grievance mechanism has not led to an effective remedy. The personnel responsible for operating the internal complaints mechanism are also required to report significant violations in accordance with section 2.3 via the Port confidentiality channel. They serve as contact persons for the implementation of the remedial measures in accordance with sections 2.6 and 2.8. For data protection reasons, information that allows conclusions to be drawn about the identities of the reporting or otherwise affected persons may only be passed on to Port International GmbH if this is necessary to take effective remedial measures in their interest or if this is done with their explicit and documented consent.

3.3 ENVIRONMENTAL RIGHTS

3.3.1 Compliance with applicable Environmental Laws

Suppliers are obliged to comply with the applicable local environmental laws and internationally recognized environmental standards.

3.3.2 Environmental Permits

All necessary environmental permits and approvals, e.g. for the storage, use and handling of agricultural chemicals or the legal withdrawal of water, must be obtained, kept up to date at all times and complied with.

3.3.3 Conservation and protection of ecosystems

Suppliers are required to make their business processes sustainable, use resources efficiently, reduce environmental impact and continuously optimize their actions with regard to the aforementioned aspects. In addition, it is their responsibility to contribute to the conservation of animal and plant biodiversity in their own

business areas by taking measures that support the protection and promotion of natural habitats and biodiversity.

3.3.4 Waste Disposal and Handling of Hazardous Substances

All applicable laws and regulations regarding hazardous materials, chemicals and substances must be strictly adhered to. Hazardous materials, chemicals and substances must be labeled and their safe handling, movement, storage, recycling, reuse and disposal must be ensured. Employees must be informed about and regularly trained in the safe handling of hazardous materials and substances.

The generation of hazardous and non-hazardous waste must be avoided and reduced, recycling maximized and productive use optimized or safe disposal of waste ensured. Applicable substance restrictions and product safety requirements must be complied with.

Appropriate measures shall be taken to ensure that waste containing persistent organic pollutants within the meaning of the Stockholm Convention (POP Convention) is handled, collected, transported and stored in an environmentally sound manner. Such waste may only be disposed of in such a way that the pollutants are destroyed or irreversibly transformed so that they no longer exhibit the properties of persistent organic pollutants, or disposed of in another environmentally sound manner. The latter can only be considered if destruction or irreversible transformation is not the preferable option from an environmental point of view or if the content of persistent organic pollutants is low. The production and use of chemicals in accordance with Annex A of the POP Convention and the use of mercury and mercury compounds within the meaning of the Minamata Convention are also prohibited.

3.3.5 Use of plastic and auxiliary materials

Suppliers are encouraged to apply the "Reduce, Reuse, Recycle" principles when using agricultural films and packaging and auxiliary materials used in the cultivation process in order to avoid waste and contribute to using resources as long and as often as possible. They are encouraged to develop strategies to evaluate, measure and control the use of plastics in agriculture and their alternatives. At the end of their use cycle, used plastics should be safely collected and properly stored, transported and disposed of. Cooperation with organizations and companies dedicated to the recycling of agricultural plastics is expressly welcomed.

If cellulose is used for the final product packaging of bananas, it must consist of 100% recycled material or fresh fiber certified by the Forest Stewardship Council (FSC) (FSC 100%, FSC Recycled or FSC Mix).

3.3.6 Use of animals

The nationally applicable laws on animal protection and animal welfare must be complied with in full. The use of monkeys for harvesting work is prohibited.

3.4 ETHICAL BUSINESS BEHAVIOR

3.4.1 Bribery and Corruption

Suppliers must conduct their business ethically and without bribery, corruption or any kind of fraudulent business practices. They shall ensure that they and their associated persons or other persons providing services in connection with the business relationship comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations and codes. Suppliers further confirm that sufficient organizational measures have been taken in their company to prevent and detect corruption, extortion, embezzlement or any form of bribery. The zero-tolerance policy applies to all forms of bribery and corruption. Violations entitle Port International GmbH to terminate the business relationship immediately.

3.4.2 Competition and antitrust law

Suppliers shall comply with all applicable national and international antitrust laws and the prohibition of anti-competitive behavior. Participation in activities aimed at or potentially leading to restricting or hindering effective and fair competition is prohibited. For example, no agreements or other activities that influence prices or conditions may take place in dealings with competitors. Suppliers are aware that violations of competition law, in addition to other serious consequences, primarily damage the reputation of Port International GmbH and its customers.

3.4.3 Conflicts of Interests

Suppliers must make their decisions in business transactions exclusively on the basis of objective criteria. Factors that influence their decisions due to private, business or other conflicts of interest must be ruled out from the outset. Should a conflict of interest arise in the business relationship with Port International GmbH, this must be disclosed immediately so that suitable countermeasures can be taken.

3.4.4 Money laundering

Suppliers must comply with all applicable anti-money laundering laws and must not engage directly or indirectly in any form of money laundering. This includes, but is not limited to, accepting, concealing, converting and/or transferring funds derived from criminal activities, including and in connection with terrorist financing. All business activities and funds must be lawful or come from lawful sources. Furthermore, suppliers are obliged to take reasonable measures to prevent and detect illegal payments and to prevent Port International GmbH from participating in financial transactions used by others for money laundering.

3.4.5 Data Protection and Information Security

Suppliers must comply with the applicable laws and regulations on data protection and information security. They undertake to respect the confidentiality, integrity and security of confidential information that they receive from employees of Port International GmbH or other parties and not to deviate from its original purpose by appropriating or disclosing this information to third parties. Personal data must be used and processed with reasonable care in accordance with applicable privacy laws. Employees must be familiar with the relevant laws and regulations and receive regular training on them. This training must be properly conducted and documented.

4 ACKNOWLEDGEMENT AND CONSENT

By signing the Quality Agreement for Suppliers of Port International GmbH, Suppliers confirm that they have taken full note of the contents of this CoC and fulfill all requirements listed in this CoC.