NPK EXPERT IBERIA SL
Supplier Code of Conduct

I – INTRODUCTION

NPK EXPERT IBERIA SL, registration number B88633136, address: Calle Imprenta, num. 8, 28760 Tres Cantos, Spain, hereinafter – Company, conducts business responsibly and is based on the obligation to respect human and labor rights, protect health, safety and the environment, and generally apply appropriate business principles.

In order to inform our suppliers about Company's position, we have developed this Code of Conduct, hereinafter - CoC.

When selecting suppliers, Company will evaluate compliance with this CoC in addition to other commercial aspects. The CoC sets out the minimum requirements for the activities of suppliers. We expect our suppliers to always exercise good judgment, care and responsibility in meeting the requirements and objectives of the CoC. We also expect our suppliers to be transparent about their work and to have an open dialogue about the challenges they face in their work.

When CoC is submitted to a supplier, it is considered a contractual document and forms an integral part of any contract concluded between Company and the relevant supplier.

In addition to compliance with this CoC, Company expects all suppliers to comply with national and international laws.

II – REQUIREMENTS

1. LABOR STANDARDS

1.1. The Supplier Company shall not employ forced labor. employees must have the right to leave the work premises at the end of the working day.

1.2. Employees are not required to pay deposits or provide identification documents to the supplier company (employer) and are entitled to leave the company by giving appropriate notice.

1.3. Throughout the recruitment process and during the employment relationship, the Supplier shall ensure that no deposits (monetary or otherwise) are collected from workers, including temporary, seasonal and migrant labor and workers provided by agencies, recruitment or intermediary firms. In cases where a fee has been charged in violation of these guidelines, the supplier shall promptly reimburse all such fees directly to contractors/agencies or other labor providers, as applicable, or immediately compensate the employee concerned.

1.4. Employees, without exception, have the right to join or form trade unions of their choice and enter into collective agreements. Employee representatives must not be discriminated against and must be able to fulfill their representative functions in the workplace. In cases where freedom of association and collective bargaining are prohibited by law, the employer ensures and does not prevent other independent and free opportunities for association and collective bargaining.

1.5. Child employment is prohibited. Suppliers must take the necessary measures to ensure that children are not employed at the production site or at the workplace, or at the production or workplace of their subcontractors. Young people under the age of 18 may not be employed in work that is dangerous to their lives or unsafe, including night work. Policies and procedures related to child labor adjustments should be developed, documented and communicated to staff and other stakeholders. Adequate support must be provided so that such children can attend school and complete compulsory education. The supplier must have a certified copy of an official document showing the employee's date of birth. In countries where this is not possible, the factory must use an appropriate method to estimate the age of its employees.

1.6. Remuneration and social benefits should at least comply with national legal norms or industry standards, depending on which regulations provide for higher remuneration and more favorable social benefits. Remuneration should be sufficient to cover basic needs. Social benefits must comply with national legislation or industry standards, whichever determines the most beneficial social benefits. All employees must be provided with a written contract of employment in a language they understand, describing the terms of remuneration and the method of payment, before starting work. Deductions from wages as a disciplinary penalty, if not provided for in national legal norms, are not allowed.

1.7. Employees must be provided with the annual leave and sick leave to which they are entitled under national law without any negative sanctions. In case of pregnancy, female employees are granted maternity leave in accordance with national legislation.

1.8. Working hours and rest periods must comply with national legislation and industry standards, whichever provides greater protection. It is recommended that working hours do not exceed 48 hours per week. Employees must provide at least one day off in every 7-day period. Overtime is voluntary and limited. The recommended maximum overtime work is 12 hours per week , i.e. the total length of the working week, including overtime, must not exceed 60 hours. Exceptions to the above are allowed only in accordance with the collective labor agreement. Employees receive overtime pay. The amount of payment must meet at least the requirements of laws and regulations.

1.9. There shall be no discrimination based on ethnic origin, religious beliefs, social status, age, disability, gender, marital status, pregnancy, sexual orientation, trade union membership or political opinion in hiring, determining pay, offering training, promotion or termination of employment. All employees with similar experience and qualifications should receive equal pay for the same work. Measures must be in place to protect employees against sexually harassing, threatening, abusive or exploitative behavior and discrimination or termination of employment for an unjustified reason, such as marriage, pregnancy, childbirth or HIV diagnosis.

1.10. Physical or emotional abuse or punishment, or physical or emotional threats, sexual or other harassment or verbal abuse, as well as other forms of influence are prohibited.

1.11. The rights of employees, determined by international conventions and social insurance laws, as well as regulations arising from employment legal relations, must be respected even when concluding short-term contracts (for example, in contract work, day jobs, concluding contracts with subcontractors, and in other employment legal relations).

1.12. The duration and content of vocational training programs should be clearly defined.

2. OCCUPATIONAL HEALTH AND SAFETY

2.1. The work environment must be safe and hygienic, taking into account industry standards and any specific hazards. Adequate measures must be taken to avoid accidents, fires, injuries resulting from, related to, occurring in the course of work, reducing the causes of danger inherent in the work environment. Access to clean toilet facilities and potable water and, where necessary, sanitary facilities for food storage should be provided.

2.2. Employees must receive adequate and documented health and safety training and such training must be repeated regularly.

2.3. The premises must be clean, safe and adequately ventilated, and equipped with clean toilet facilities and water supply.

3. ENVIRONMENT

3.1. Measures should be taken throughout the supply chain to minimize adverse effects on human health and the environment. This includes minimizing pollution, promoting efficient and sustainable use of resources, including energy and water, and minimizing greenhouse gas emissions during production and transportation. The local environment in the production facility must not be exploited or degraded.

3.2. If necessary, the necessary emission permits must be obtained.

3.3. The supplier must develop a plan for reducing the impact on the environment, as well as for carrying out monitoring measures and documenting the work. This includes the use of resources such as raw materials, energy and water, as well as emissions from operations.

3.4. The supplier must develop a hazardous chemical and other substance use documentation system . This system includes substance evaluation and possible substitution, as well as handling, storage, safe use and employee training procedures.

3.5. The supplier must implement an appropriate waste management system.

4. BUSINESS INTEGRITY

4.1. The supplier must comply with laws governing the prohibition of bribery, corruption, fraud and other business practices. The Offeror may not offer, promise or provide inappropriate benefits or inducements to government officials, international organizations or any third party.

4.2. The supplier may not directly or indirectly offer gifts to Company's or persons representing Company, or to any person closely related to these persons, unless the value of the gifts is insignificant. Lodging, social events, meals or entertainment may be offered if there is a legitimate business purpose and the cost is reasonable.

4.3. Under no circumstances shall the Supplier cause or be part of any violation of general or specific competition rules or laws, such as unlawful collusion in price fixing or market sharing.

4.4. Production and the acquisition of raw materials necessary for production cannot be the basis for the destruction of resources and the

source of income of disadvantaged communities, for example, the acquisition of large areas of land or other natural resources on which these communities depend.

5. MANAGEMENT SYSTEM

5.1. The supplier must take positive steps to ensure compliance with this CoC and to implement CoC principles in its work. The supplier must also take steps to monitor that the supplier's suppliers and subcontractors comply with these requirements.
5.2. The supplier must regularly and systematically check how its operation meets the requirements of CoC.
5.3. The supplier must provide complaint systems where unfair treatment or other complaints can be reported anonymously.
5.4. The supplier must obtain Company's consent before outsourcing production or parts of production to a subcontractor.

III - COMPLIANCE WITH THIS CoC - IMPROVEMENTS

1. AUDIT AND SUPERVISION

In order to assess compliance with CoC, Company may conduct audits of suppliers and their production sites. Supplier must maintain adequate records to demonstrate compliance and be able to provide reasonable information upon request by Company. We reserve the right to monitor compliance with this CoC in the form of audits by Company employees or independent auditors.

2. NON-CONFORMITY - REMEDIES - TERMINATION

The CoC sets out the standards that all our suppliers must adhere to throughout the supply chain. If the supplier does not meet the requirements of CoC, the parties shall discuss corrective measures in an open dialogue. Supplier shall use its best efforts to promptly implement corrective measures and shall inform Company of any such measures.

If it is determined that (i) the supplier is unwilling or unable to take the corrective measures that Company believes are necessary to ensure compliance with this CoC or (ii) the supplier or any of its subcontractors has committed a serious violation or repeated violations of the provisions of this CoC, Company has the right to terminate the relationship and any contracts with the supplier. Such termination shall be effective as of the time specified in Company's written notice of termination.

3. EVALUATION AND IMPROVEMENTS

Company expects suppliers to continuously and systematically evaluate their compliance with this CoC. We expect the supplier to implement improvements where necessary. Also, Company will constantly evaluate and, if necessary, improve its policies and procurement practices to promote the compliance of suppliers and their subcontractors with this CoC.

IV – BOYCOTT AND SANCTIONS AGAINST INDIVIDUAL COUNTRIES, INDUSTRIES AND/OR COMPANIES

Company will avoid purchasing goods or services from a country in cases where there is an international agreement to boycott the country or if the United Nations has imposed sanctions against the country. Company will avoid working with industries or companies where there is an agreement to boycott their products, services or companies because of negative social, environmental or ethical impacts. We expect our suppliers to implement a similar policy.

Approved on 15th February, by MARUT UPPAL.