

## CODE OF CONDUCT FOR SUPPLIERS, CUSTOMERS AND PARTNERS

Together we act responsibly, ethically and lawfully.

ZEPPELIN - WE CREATE SOLUTIONS

[Zeppelin.com](https://www.zepelin.com)

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## **PREAMBEL**

The Zeppelin Group, that is, Zeppelin GmbH together with its affiliates (“Zeppelin”), bears a special responsibility with regard to responsible, ethical, and lawful conduct. As a foundation-owned company, environmentally and socially responsible corporate governance is not merely a legal requirement for us, but a matter of course anchored in our corporate culture. For example, Zeppelin joined the UN Global Compact in 2016.

Our aim is to continuously optimize our business activities, products, and services in the interests of sustainability. We expect our customers, partners, suppliers, service providers, and subcontractors (**‘Customers and suppliers’**), to contribute to this in the interests of promoting an overarching approach.

### **Sustainability**

“At Zeppelin, sustainability means making a long-term, genuine contribution to the environment and society on the strength of our culture as a company that is fit for the future and economically successful.”

Zeppelin hereby agrees with the Customers and suppliers that the following provisions shall govern their cooperation as a joint Code of Conduct. This agreement forms the basis for all future deliveries

and projects. Zeppelin and the Customers and suppliers undertake to adhere to the principles and requirements of the Code of Conduct and to comply with the applicable laws. Zeppelin reserves the right to

monitor the obligations to comply with the Code of Conduct as part of regular risk analyses and, among other things, to implement preventive measures with the Customers and suppliers in accordance with the German Supply Chain Due Diligence Act.

## **SOCIAL RESPONSIBILITY & HUMAN RIGHTS**

Zeppelin advocates the observance of human rights, as ratified in the key international conventions for the protection of human rights. We also consider agreements with the aim of protecting the environment and ensuring fair and healthy working conditions for the employees of our Customers and suppliers, our business partners, and our Group companies, such as those resulting from the ILO Core Labor Standards and the German Supply Chain Due Diligence Act, to be directly binding. We also place this demand on our Customers and suppliers.

### **Exclusion of forced labor**

Zeppelin expects the Customers and suppliers to refrain from any form of forced labor or human trafficking within its organization and to not participate in this in any form.

### **Forced labor**

“Forced labor refers to activities into which people are forced under the threat of punishment against their will.”

### **Prohibition of child labor**

Zeppelin expects the Customers and suppliers to prohibit and refrain from any kind of child labor.

### **Child labor**

“Child labor is work for which children are too young or which is too dangerous or exploitative, which damages physical or mental development, or prevents children from attending school.”

### **Fair remuneration**

Zeppelin expects the Customers and suppliers to remunerate its employees in accordance with the applicable national laws and, in any case, to comply with the statutory minimum wage or the industry-standard minimum and to work toward equal pay for male and female workers for equivalent work.

### **Fair working hours**

Zeppelin expects the Customers and suppliers to comply with the applicable national legislation on the establishment of fair working conditions and working hours.

### **Freedom of association**

Zeppelin expects the Customers and suppliers to respect its employees and support them in exercising their freedom of association and the right to collective bargaining in accordance with the relevant laws.

“Freedom of association is the right to unite for common purposes and to strive for them together.”

### **Promotion of diversity & non-discrimination**

Zeppelin expects the Customers and suppliers to promote equal opportunities and equal treatment and to prevent discrimination in the recruitment of employees and in promotions or the granting of training and continuing education measures. No employee shall be discriminated against on grounds of origin, gender, age, skin color, sexual identity, political opinion or religion or belief.

### **Discrimination**

“Discrimination means disadvantaging or degrading of groups or individuals according to specific values, prejudices or irrational attitudes.”

**Health and safety in the workplace**

Zeppelin expects the Customers and suppliers to bear responsibility for establishing a safe and healthy working environment. This includes the establishment and application of appropriate occupational safety systems as necessary precautionary measures against accidents and damage to health that may arise in connection with the activity. Appropriate measures are to be taken to prevent excessive physical or mental fatigue. Zeppelin also expects the Customers and suppliers to provide its employees with regular information and training on applicable health and safety standards and measures. No employees may be denied access to drinking water in sufficient quantities or to clean sanitary facilities.

**Safeguarding natural resources**

Zeppelin expects the Customers and suppliers will not, in violation of legitimate rights, take land, forests, or waters whose use secures the livelihoods of persons. Zeppelin expects the Customers and suppliers to refrain from harmful soil changes, water and air pollution, noise emissions, and excessive water consumption if this damages the health of persons, significantly impairs the natural basis for food production, or prevents persons from accessing proper drinking water or sanitary facilities.

**Handling of conflict minerals**

Zeppelin expects the Customers and suppliers to establish processes for conflict minerals and other raw materials (cf. currently REGULATION (EU) 2017/821) that comply with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

**Conflict minerals**

“Conflict minerals are natural resources or minerals cultivated or extracted in conflict-affected or high-risk areas. In many cases, production and mining takes place illegally. Systematic violations of human rights and international law are often accepted for their acquisition.”

## **ENVIRONMENTAL RESPONSIBILITY & PROTECTION**

Zeppelin expects the Customers and suppliers to comply with the applicable environmental protection laws and internationally guidelines for improving environmental conditions. Zeppelin also expects the Customers and suppliers to operate a responsible, sustainable resource management system, thereby reducing negative environmental impacts, and ideally to develop and apply an appropriate environmental and/or energy management system (for example, in line with ISO 14001 or ISO 50001).

### **Environmental management system**

“An environmental management system is the management system of a company in which the organization’s operational environmental policy is defined and organized. The main objective of an environmental management system is the continuous improvement of environmental performance and the continuous reduction of negative environmental impacts.”

### **Treatment and discharge of industrial wastewater**

Zeppelin expects the Customers and suppliers to classify, monitor, assess, and, if necessary, treat wastewater from its operations, manufacturing processes, and sanitary facilities prior to discharge or disposal. In addition, measures should be introduced to reduce the production of wastewater.

### **Managing air emissions**

Zeppelin expects the Customers and suppliers to classify, routinely monitor, assess, and, if necessary, treat general emissions from operations (air and noise emissions) and greenhouse gas emissions prior to their release. The Customers and suppliers is also responsible for monitoring its waste gas treatment systems and is required to find cost-effective solutions for minimizing any emissions.

### **Managing waste and hazardous substances**

Zeppelin expects the Customers and suppliers to follow a systematic approach for identifying, handling, reducing, and responsibly disposing of, or recycling solid waste. The prohibitions on exports of hazardous waste in the Basel Convention of March 22, 1989, in its current version, must be observed. Zeppelin also expects the Customers and suppliers to identify and handle chemicals or other materials that pose a risk when released into the environment in such a way that the intended safety precautions are ensured when handling, transporting, storing, using, recycling, or reusing these substances, and disposing of them.

Zeppelin expects the Customers and suppliers to comply with the obligations arising from the Minamata Convention (mercury), the Stockholm Convention on Persistent Organic Pollutants (POPs), and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes.

Mercury is to be used in conformity with the prohibitions of the Minamata Convention of October 10, 2013, and persistent organic pollutants are to be used in conformity with the Stockholm Convention of May 23, 2001, in their respective current versions.

### **Reducing the consumption of raw materials and natural resources**

Zeppelin expects the Customers and suppliers to reduce or avoid the use and consumption of resources during its production as well as the generation of waste of any kind, including water and energy. This is to take place either directly at the point of origin or through procedures and measures, for example, by changing production and maintenance processes or organizational processes, by using alternative materials, by economizing, recycling, or reusing materials.

**Managing energy consumption**

“Energy efficiency generally describes the ratio of a certain benefit – for example, the provision of light or heat – to the energy input. The lower the input of energy, the more energy-efficient a product or service is.”

**Managing energy consumption/efficiency**

Zeppelin expects the Customers and suppliers to monitor and document its energy consumption. Cost-effective solutions are to be found to improve energy efficiency and minimize energy consumption.

## **ETHICAL BUSINESS CONDUCT**

Zeppelin expects the Customers and suppliers to comply with the applicable laws and to conduct its business in accordance with ethical principles.

### **Prohibition of corruption and bribery**

Zeppelin expects the Customers and suppliers to impose the highest standards of integrity and to not participate in any form of bribery or corruption. In doing so, it ensures that business decisions are not influenced by inappropriate or illegal consideration (whether in the form of cash, gifts, travel, or other benefits, or items of value). No invitations, gifts or other items intended to exert influence may be given to Zeppelin employees.

### **Fair competition**

Zeppelin expects the Customers and suppliers to comply with and promote the standards of fair business activity, fair advertising, and fair competition. Customers and suppliers shall comply in particular with the relevant antitrust laws.

“Fair competition supports antitrust and trade laws, pricing laws, and competition law. They seek to ensure a free market and consumer protection.”

### **Bribery/corruption**

“Bribery or corruption is the giving and/or receiving of gifts and gratuities, financial and in-kind, in order to improperly influence business results.”

### **Confidentiality/data protection**

Zeppelin expects the Customers and suppliers to protect confidential information and to comply with data protection laws and contractual provisions.

The protection of personal data and confidential information of customers, business partners, and employees is a matter of course for Zeppelin. We require our Customers and suppliers to adequately implement technical and organizational measures to ensure data protection. In accordance with the principles of the EU General Data Protection Regulation (GDPR), data protection must be ensured in the design and configuration of technical facilities and applications. Based on international standards, Zeppelin expects a high level of information security, which the Customers and suppliers checks for effectiveness through regular security reviews.

### **Material and intellectual property**

Zeppelin expects the Customers and suppliers to protect the material and intellectual property of Zeppelin and others against loss, theft, and misuse, and to treat any information provided to it as confidential.

### **Avoiding conflicts of interest**

Zeppelin expects the Customers and suppliers to avoid conflicts of interest and for its actions to always be characterized by integrity and transparency. Situations that conflict with Zeppelin’s business interests shall be avoided. Zeppelin employees may also not hold any financial interest in a Customer’s and suppliers’s company.

### **Conflict of interest**

“A conflict of interest is a situation in which professional judgment or action relating to a primary interest is improperly influenced by a secondary interest.”



## **COMBATING TERRORISM & EXPORT CONTROLS**

Implementing and complying with national and international measures to combat terrorism, such as export control regulations, sanctions, and embargoes or regulations to prevent money laundering, is a matter of course for Zeppelin and forms the basis for safeguarding our global business relationships.

Zeppelin expects the Customers and suppliers to comply strictly with all applicable international anti-terrorism regulations and to comply with the rules and regulations on import and export controls, including the applicable economic embargoes.

### **Combating terrorism**

“Anti-terrorism measures are understood in particular as those that prevent terrorist offenses and exclude the possibility of financial, economic, or technical means (including know-how) being made available to criminals.”

## **IMPLEMENTATION OF MEASURES**

Zeppelin reserves the right to audit compliance with the provisions of the Code of Conduct or to appoint an auditor to do so. Zeppelin will give reasonable notice before the audit is carried out. For this purpose, the Customers and suppliers shall guarantee that Zeppelin and/or the auditor has access to its business premises during normal business hours and is able to inspect and access, without any restrictions, all documents, data, and systems related to the performance of the contracts concluded. The Customers and suppliers is entitled to take suitable measures to protect its trade and business secrets and to protect confidentiality with regard to its customer data.

If the Customers and suppliers culpably violates the provisions of the Code of Conduct, Zeppelin is entitled to temporarily suspend the business relationship after a grace period has elapsed without any result. If it is unreasonable for Zeppelin to continue the contract until ordinary termination, Zeppelin may terminate the contract after a grace period has elapsed without any result if Zeppelin threatened to do so when setting the grace period. If German law is applicable, the right to extraordinary termination without a grace period pursuant to Section 314(2) Sentence 3 of the German Civil Code (BGB) as well as the right to compensation for damages remain unaffected.

The Customers and suppliers undertakes to apply and pass on the expectations placed on it and the measures expected of it to its suppliers in its supply chain.

The Customers and suppliers shall cooperate with Zeppelin and provide Zeppelin with the best possible support with the implementation of the measures required under the German Supply Chain Due Diligence Act with regard to the cessation, prevention, and minimization of human rights and environmental risks – in particular in the implementation of the required preventive and corrective measures.

If Zeppelin's indirect customers, suppliers and partner should violate the standards set out in the Code of Conduct, the Customers and suppliers shall work closely with Zeppelin to remedy the violation.

The obligations of the Code of Conduct that the Customers and suppliers is to uphold may be amended at any time depending on the results of the risk analyses conducted by Zeppelin on an ongoing basis. The Customers and suppliers shall be informed of this by Zeppelin one (1) month before any amendment takes effect and shall have the option of objecting to it within two (2) weeks of becoming aware of it; Zeppelin shall remind the Customers and suppliers of this option by separate notice in the specific instance.

## **REPORTING VIOLATIONS**

The Customers and suppliers is obliged to inform Zeppelin – for example, via the Zeppelin Trust Line at [www.zeppelin-trustline.com](http://www.zeppelin-trustline.com) – of any violations of the Code of Conduct that it identifies in its area of business, as well as the measures taken in response, of any criminal offenses, violations in the supply chain, or the existence of a justified suspicion that Zeppelin employees, its partners, and the partners of Customers and suppliers, or other third parties are grossly violating the principles set out here, Zeppelin values, compliance rules, or applicable law.

### **Anonymous reporting around the clock**

Reports can be submitted via the Zeppelin Trust Line around the clock. Anonymous reporting is also possible.

**Contact**

Business partners can contact our Compliance & Data Protection Team and the Group Legal Department directly if they have any questions about this Code of Conduct for Suppliers, Customers and Partners and its implementation.

**Compliance & data protection**

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