

Menck Marine Foundations Supplier Manual

Document No + Revision: PL-010-REV06 Supplier Manual EN

Effective date: 10. Mar. 2026

Document History Change					
Version	Effective Date	Reason for Revision	Creator	Reviewer	Approver
01	01 Nov 2019	First publication	KSt	JD	Fi
02	06 Sep 2021	Integration of Menck Pte., Ltd	KSt	JD	Fi
03	01 Jan 2023	- Integration of Large Diameter Drilling Ltd. - Marine Foundations Companies	KSt	JD	Fi
04	10 May 2023	Revision of introductory text ACTEON (1. General) - Changes to the terminology from "in writing" to "in text form" - Addition of "Supplier Code of Conduct" in section 4.4	KSt	JD	Fi
05	15 Oct 2025	- new branding - Section 1. General revised (Menck Marine Foundations) - Wording adapted (including compliance with general terms and conditions law, process changes at Menck taken into account)	KSt	TKo	Fi
06	10. Mar 2026	- inclusion of "Menck UK" and "Menck Australia Pty, Ltd." - Section 2: addition of "information protection" - Section 3: new graphic for the Supplier Management System process - new Section 3.2.2 "Menck – Supplier Master Data Form" - - new Section 6.2.1: Certification requirement for suppliers of safety-critical products and services. - Section 7 Communication: harmonization of Menck email addresses	KSt	TKo	Fi

Table of Contents

1	General	6
1.1	Menck Marine Foundations	6
1.2	Background of this supplier manual	6
1.3	Objective and application area of this supplier manual	7
1.4	Basic requirements profile for suppliers	7
1.5	Compliance with legal provisions, regulations and guidelines	8
1.6	Our notice on the processing of personal data	9
2	Supplier Code of Conduct	10
3	Supply Chain Management	11
3.1	Risk management in our supply chain	12
3.1.1.	Transparency regarding manufacturing processes and supply chains	14
3.1.2.	Assurance of the ability to deliver	14
3.2	Supplier qualification	15
3.2.1.	Due diligence	15
3.2.2.	Menck – Supplier Onboarding Form	15
3.2.3.	Menck - Supplier Questionnaire	16
3.2.4.	Conclusion of individual agreements with suppliers	16
3.3	Supplier Evaluation	17
3.4	Supplier Development	18
3.4.1.	Supplier audits and supplier assessments	18
4	Import and export regulations / customs regulations	20
4.1	Foreign trade and customs obligations	20
4.2	Country of Origin & Customs Tariff Numbers	20
4.3	Supplier declaration (SD) / long-term supplier declaration (LTSD)	20
4.4	Certificate of origin	21
4.5	Dual-use goods	21
5	Requirements in the operational procurement process	22
5.1	Offers and cost estimates	22
5.2	Order processing	22
5.2.1.	Ordering “Menck drawing parts”	23

- 5.2.2. Framework orders / call-off from framework orders23
- 5.2.3. Provision of materials, tools and test equipment23
- 5.2.4. Ordering services24
- 5.2.5. Ordering development services24
- 5.3 Order confirmation.....24
- 5.4 Delivery date monitoring.....24
- 5.5 Production-related reporting (progress report).....25
- 5.6 Deviation detected before delivery25
 - 5.6.1. Display of manufacturing deviations25
 - 5.6.2. Delivery of contractual products with deviations26
 - 5.6.3. Processing effort26
- 5.7 Deliveries of goods to Menck26
 - 5.7.1. Delivery note and labelling26
 - 5.7.2. Other documents to be enclosed26
 - 5.7.3. Delivery27
 - 5.7.4. Delivery conditions and shipping processing27
 - 5.7.5. Packaging requirements and transport damage28
 - 5.7.5.1 Types of transport damage28
 - 5.7.5.2 Procedure for determining damage28
- 5.8 Goods acceptance and quality control28
 - 5.8.1. Quality requirements and responsibility of the supplier28
 - 5.8.2. Goods receipt and quality inspection29
 - 5.8.3. Factory Acceptance Test – FAT29
- 6 Quality, environmental and safety requirements for suppliers30**
 - 6.1 Our principle30
 - 6.2 Management systems30
 - 6.2.1. Certification Requirement for Suppliers of Safety-Critical Products and Services31
 - 6.3 Quality assurance.....31
 - 6.3.1. Error prevention and quality responsibility31
 - 6.3.2. Project management – new development31
 - 6.3.3. Planning the manufacturing process.....32

6.3.4. Manufacturing process.....	32
6.3.5. Tool / test equipment management	33
6.3.6. Complaints and measures	33
6.3.7. Support in case of incidents / complaints	33
6.3.8. Repairs.....	34
6.4 Health protection, occupational safety and working environment.....	34
6.4.1. Security in the provision of services.....	34
6.5 HSE inspection (Health, Safety, Environmental Inspection)	35
6.6 Environment	36
6.7 Continuous Improvement Process (CIP).....	36
7 Communication	36

1 General

1.1 Menck Marine Foundations

Menck Marine Foundations is a business line of “Acteon”, a company registered in England.

Acteon supports energy suppliers in using the potential of global offshore resources and provides reliable solutions for the global offshore energy industry. Further information about Acteon and its business lines can be found online at <https://acteon.com/>.

Menck Marine Foundations develops integrated solutions for the installation of sea bed foundations* that accelerate offshore energy projects (*‘marine foundations’ are the supporting structures that are anchored in the sea to support large structures such as offshore wind turbines and oil and gas platforms). Using advanced tools and decades of experience, we optimise designs to minimise risk, secure delivery and enhance performance – even in the most challenging conditions. For more information about Menck, visit

Menck – Marine Foundation Installation Solutions | Acteon

The Menck Marine Foundations business line includes the operating companies

- Menck GmbH (Germany, registered in Kiel, HRB 3894NO)
- Menck Pte., Ltd. (Singapore, register No. 201331262M)
- Menck UK Ltd. (Great Britain, register No. 06320039)
- Menck Grouting Services Irish Branch of Menck UK Ltd. (Great Britain, register No. 06320039)
- Menck Australia Pty, Ltd. (Australien, Company ID Number ACN 158985463)

These sole proprietorships are collectively referred to as ‘Menck’ or, depending on the context, as ‘we,’ ‘us,’ ‘our,’ or ‘ours.’

1.2 Background of this supplier manual

We serve the needs of our customers worldwide with our quality products and reliable service.

With a focus on continuous, sustainable growth, we focus on our core competencies. This results in the need for strategic partnerships and the questioning of classic customer-supplier relationships. We can only achieve our visions if the respective partners are basically ready

- to secure and continuously improve production and supply networks
- to unconditionally commit to the supply of quality products
- to promote innovation and implement it sustainably.

We deliver high-quality products and services on time that meet our customers’ requirements. This is only possible if we have suppliers who provide us with sustainable and reliable quality we demand at competitive prices.

We strive to establish high-quality, long-term partnerships with our suppliers. The quality of the partners in terms of competence, flexibility and reliability and the quality of the interaction of the entire supply chain determine the satisfaction of our customers and thus the competitiveness of our companies. In order to meet the ever-increasing demands of our customers for quality and flexibility in the future, we need capable partners who want to get involved beyond basic requirements and work together with us to meet the challenges of the future.

We have compiled this manual to the best of our knowledge and belief, drawing on standard texts that are commonly used and published in German industry and are not protected by copyright. Any similarities between passages in this manual and other similar publications are purely coincidental.

1.3 Objective and application area of this supplier manual

With this supplier manual, we want to transparently show our suppliers what requirements and expectations we have for a successful collaboration.

This Supplier Manual describes our basic principles and our expectations of suppliers in the areas of quality, health, safety, environmental protection (QHSE), organisation, processes, service and communication. It thus serves as a guide for a cooperative business relationship between Menck and its suppliers and supports the implementation of the requirements agreed upon in further agreements and contracts.

The aim of this manual is to provide our suppliers with transparent guidance to ensure that our collaboration is efficient, sustainable and smooth.

Insofar as the manual applies as part of contractual agreements, it applies to all suppliers who supply or will supply Menck with goods and/or services as well as logistics services ('contractual products') – regardless of the supplier's location or the contractually defined transfer of risk provision.

This supplier manual replaces all previous versions in its entirety upon publication.

1.4 Basic requirements profile for suppliers

Our suppliers make a decisive contribution to the quality, safety and sustainability of our products. That is why we place particular emphasis on working with partners who share our values and are committed to common standards within the framework of contractual agreements.

We require our suppliers to comply with all applicable legal regulations. Furthermore, we expect the consistent implementation of all rules and regulations contractually agreed upon within the framework of the business relationship. These include, in particular, the Supplier Code of Conduct, defined quality requirements and binding confidentiality agreements, framework agreements and quality assurance agreements that have been mutually agreed and signed by both parties.

The basic requirements for our suppliers are also derived from the specifications of our quality management system and our Health, Safety & Environment Policy (HSE). This means we meet the requirements of DIN EN ISO 9001 and also take into account the international standards DIN EN ISO 14001 (environmental management) and ISO 45001 (occupational health and safety).

This supplier manual does not replace the requirements of these standards, but supplements them with our company-specific expectations and strategies.

Our procurement strategy is based on economic and environmental criteria and pursues the goal of long-term, cooperative partnerships. We expect our suppliers to actively support our quality objectives, continuously work on improvements and, in doing so, always take into account the satisfaction of our customers, the safety of all parties involved and environmental protection.

We therefore expect our suppliers to have the following qualities and skills in particular:

- Delivery of goods and services in the required quality
- Delivery and contract loyalty
- Market-driven and competitive prices
- Flexibility in response to fluctuations in demand
- Active participation in the development of cost-effective and production-oriented solutions
- Establishment, compliance and maintenance of a quality management system (ISO 9000ff) and an occupational health and safety management system (e.g. according to ISO 45001)
- Ensuring occupational health and safety for all employees along the supply chain
- Implementation of measures for environmental and resource protection (e.g. in accordance with ISO 14001)
- Willingness to continuously improve communication and logistical cooperation
- Compliance with our Supplier Code of Conduct
- Signing of our confidentiality agreement
- Conclusion of framework or quality assurance agreements
- Disclosure of relevant product development processes and supply chains involved
- Willingness to participate in our supply chain risk management, in particular by completing our supplier questionnaire truthfully and in a timely manner, and by assisting in the identification and assessment of potential risks in the supply chain
- Maintenance of adequate product liability insurance covering possible personal injury, property damage or financial loss resulting from product defects and recalls

We value trust, reliability and openness. Long-term partnerships with specialised suppliers enable us to use resources efficiently, deliver the highest quality and achieve economic success together.

1.5 Compliance with legal provisions, regulations and guidelines

Compliance with all applicable legal provisions, regulations and official guidelines (hereinafter referred to as 'legal provisions') is an indispensable basis for our cooperation with our suppliers.

Depending on the business partner, the following legal framework conditions apply:

- **Menck GmbH (Germany):** legal provisions of the Federal Republic of Germany and the European Union
- **Menck Pte. Ltd. (Singapore):** legal provisions of the Republic of Singapore
- **Menck UK Ltd. (United Kingdom):** legal provisions of the United Kingdom
- **Menck Grouting Services Irish Branch of Menck UK Ltd. (Ireland):** legal provisions of the United Kingdom, and the European Union
- **Menck Australia Pty, Ltd. (Australia):** legal provisions of Australia

These legal provisions must be understood as minimum requirements – even if no explicit reference is made to them in individual cases. Where relevant, we expect our suppliers to comply with the generally accepted state of the art in science and technology as well as the applicable industry-specific norms and standards (e.g. ISO standards, DIN specifications).

Note:

Insofar as Menck and its affiliated companies are subject to the legal requirements of the European Union, suppliers are also obliged to take the relevant requirements into account within the framework of contractual agreements.

This includes, in particular, compliance with human rights and environmental due diligence obligations along the supply chain. Suppliers are encouraged to identify and assess potential risks and to take appropriate preventive and remedial measures – including with regard to forced labour, child labour, environmental violations (e.g. CO₂ emissions, deforestation) or similar hazards.

Please note:

Violations of applicable due diligence obligations may – depending on the legal system – result in sanctions, official measures or exclusion from supply chains. We reserve the right to respond appropriately within the framework of applicable laws and existing contracts.

1.6 Our notice on the processing of personal data

In the course of initiating business relationships and during existing business relationships, we process personal data of suppliers, their employees, representatives or authorised agents. This includes in particular: names, business contact details (e.g. e-mail addresses, telephone numbers, addresses), job-related information (e.g. position, department, responsibilities).

Processing is carried out exclusively for the purpose of reviewing, implementing and handling our business relationship on the basis of the European Union's General Data Protection Regulation (GDPR).

Data will only be passed on to third parties if this is necessary for the fulfilment of the contract or to comply with legal obligations.

2 Supplier Code of Conduct

The Menck Code of Conduct for Suppliers (hereinafter referred to as the 'Supplier Code of Conduct') is a separate document that describes the basic requirements and expectations of our suppliers with regard to sustainable, responsible and compliant conduct. In particular, it covers requirements in the following areas:

- Social competences
- Ecological responsibility
- Ethical business behaviour
- Information protection

The Supplier Code of Conduct is based on the principles of our Quality, Health, Safety and Environment Policy (QHSE), Menck's internal compliance requirements and recognised international standards and conventions, including:

- the UN Global Compact,
- the OECD Guidelines for Multinational Enterprises,
- the United Nations Universal Declaration of Human Rights,
- and the fundamental labour and social standards of the International Labour Organisation (ILO).

This Supplier Code of Conduct is available on the website

<https://www.acteon.com/menck/supplier-lounge> → Menck

Our Supplier Code of Conduct can also be requested by email from Supply Chain Management (see also Communication)!

The Supplier Code of Conduct becomes a binding part of the business relationship if its validity has been expressly agreed between the parties – for example, by reference in individual contracts or in another contractual provision.

3 Supply Chain Management

We understand the term 'supply chain management' to mean a system that identifies, assesses and controls risks at suppliers at an early stage in order to ensure reliable supply, quality and compliance in the procurement chain.

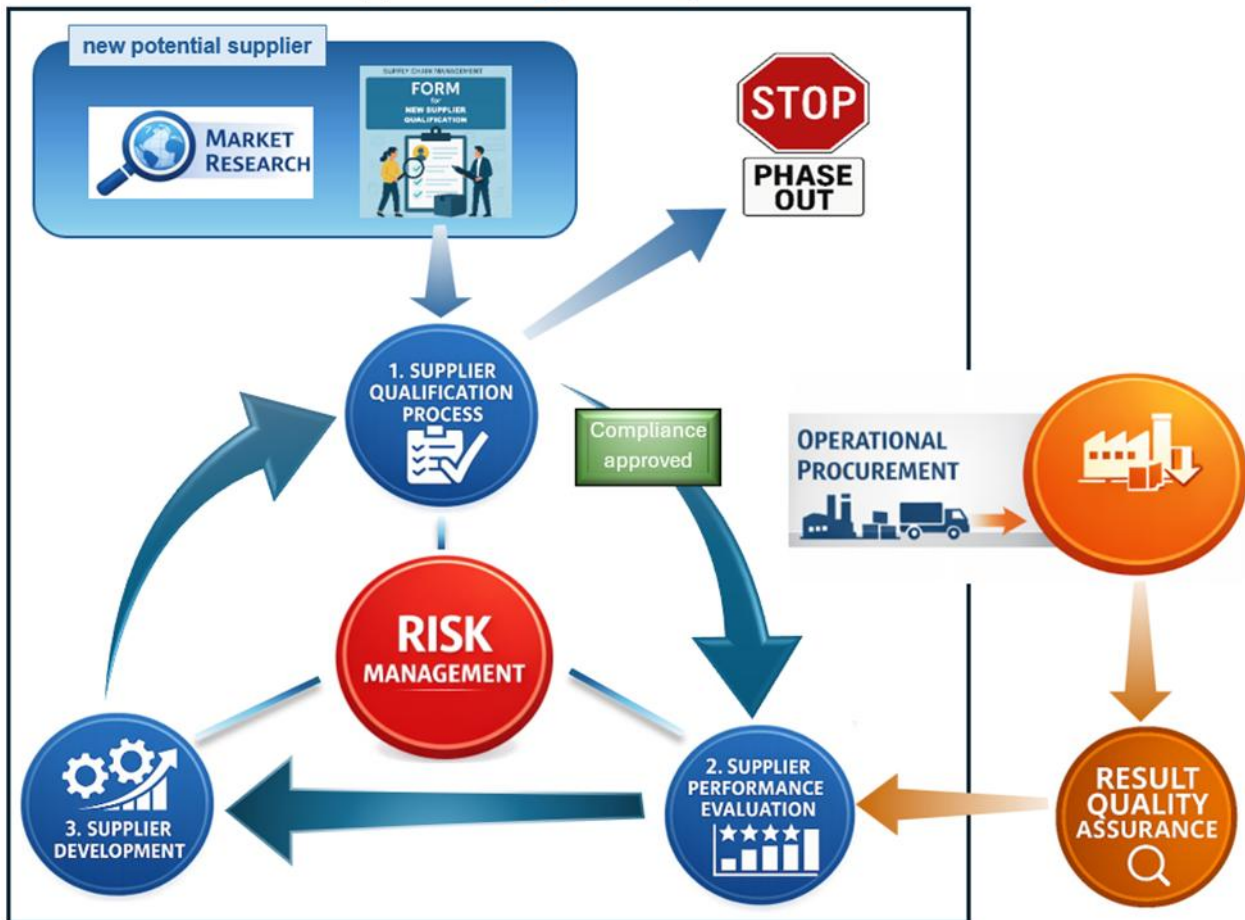
To enable our suppliers to implement the applicable legal requirements and the contents of the Supplier Code of Conduct, we recommend that our suppliers establish appropriate processes for risk prevention and monitoring in their own supply chains. In our view, integrating such mechanisms into the suppliers' procurement process makes an important contribution to stable and responsible cooperation. At Menck, the procurement process is divided into two areas:

- Operational procurement process
 - for goods and services, this is carried out by the Procurement Department.
 - for the procurement of logistics services, our Logistics Department is responsible.
- Strategic supplier management
 - The Supply Chain Management (SCM) department is responsible for the overall management of supplier qualification, supplier evaluation and supplier development, as well as for handling strategic management and development issues along the supply chain.

Our SCM department is therefore responsible for the systematic management of our supplier relationships and the risk-based analysis of the entire supply chain. At Menck, we refer to this as "Risk Management (Supply Chain)".

The findings from the individual key points of Supplier Qualification [Point 3.2], Supplier Evaluation [Point 3.3] and Supplier Development [Point 3.4] are incorporated into Risk Management (Supply Chain) [Point 3.1].

Menck Supplier Management System



Graphic_Supplier Management_2026-01-23_SCM

3.1 Risk management in our supply chain

At Menck, risk management in the supply chain encompasses the following

- Risk identification:
 - Is there a risk for us? - If YES, which one?
- Risk assessment:
 - How great is the risk of quality deviations, loss of quality or even delivery failure for us?
- Risk minimisation:
 - Establishing measures to minimise the risks. For example: avoiding single-source procurement, creating contingency plans, building up buffer stocks, concluding individual agreements, carrying out supplier audits, etc.

- Risk management:
If the risk of quality deviations, loss of quality or even delivery failure is deemed to be high, then measures for risk avoidance, risk minimisation, risk transfer and risk prevention must be taken and established in a sustainable manner.
- Risk communication
Co-operation and communication with internal specialist departments and suppliers are crucial in order to highlight risks at an early stage and develop solutions together.
- Risk monitoring
Risks in the supply chain must be monitored continuously. Changes in risk conditions or the business environment may require adjustments to risk management strategies.

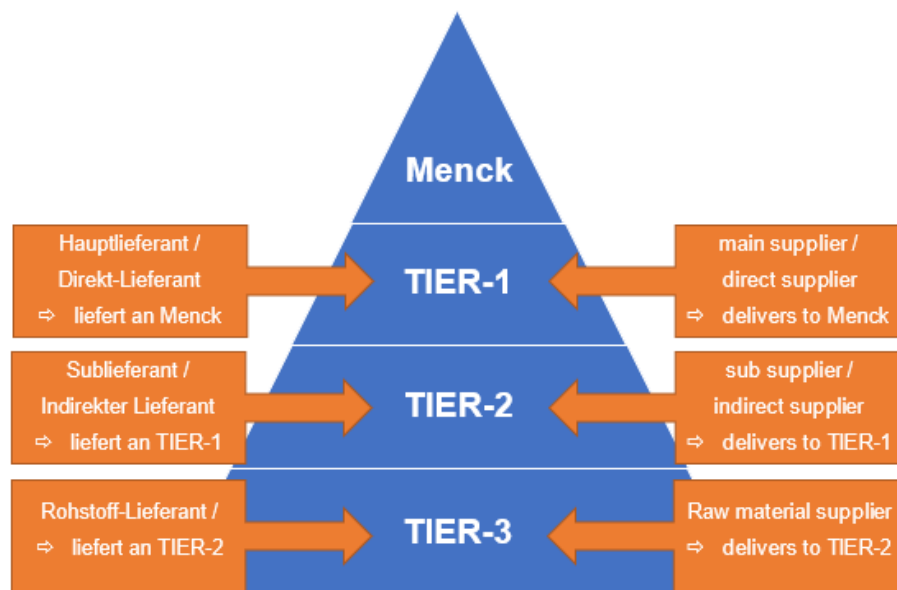
We group risks into the following categories

- Risks arising from the geographical and political situation
- Risks arising from the company organisation
- Risks arising from the operational delivery process

This makes it easier to plan, monitor and document measures, which leads to more effective control. The results of our risk management are incorporated into the supplier evaluation and, if the risk in a supply chain is too high, can lead to the suspension of the suppliers concerned.

In order to better classify risks in supply chains, we have defined the following supply chain classification for ourselves:

Lieferketten-Einteilung aus Menck Sicht // Supply chain classification from Menck perspective



_20251006_Grafik_Supply-Chain_TIER

3.1.1. Transparency regarding manufacturing processes and supply chains

In order to identify procurement risks at an early stage and to meet legal and project-specific requirements, it is important for us to gain insight into relevant manufacturing processes and supply chains.

We therefore ask our suppliers to provide us with written information on request about the processes used in product development or service provision and about key subcontractors ('extended workbench').

Should there be any changes to these processes or the supply chain, it is desirable that these be communicated promptly in writing (e.g. by e-mail). Close coordination enables us to take appropriate measures together to ensure quality and delivery capability.

3.1.2. Assurance of the ability to deliver

Suppliers with whom we have a business relationship (e.g. within the framework of individual orders or other contracts) contribute to ensuring reliable and predictable delivery capability within their area of responsibility.

We expect our suppliers to establish appropriate, risk-aware procurement management that also takes into account the selection and monitoring of downstream suppliers in accordance with the applicable quality requirements. Resource planning and the safeguarding of their own supply chains should be taken into account.

In the event of identifiable risks or disruptions in the supply chain, we ask for early notification so that we can work together to minimise any potential impact on projects or customer requirements.

The following points can help to counteract delivery delays:

- Regular monitoring of delivery dates
- Regular monitoring of completion dates
- Preventive measures – training and instruction of employees and sub-suppliers (e.g. to prevent accidents and loss of resources)
- Buffer storage (own or at subcontractors)
- Minimum stocks (of finished goods, raw materials and purchased parts)
- Contingency plans (for example, in case of bankruptcy or elemental damage)
- Framework agreements and/or quality assurance agreements with suppliers
- Batch size and delivery time optimisation
- Tool ownership and management
- 2. Source of supply
- Systematic monitoring of suppliers at risk

3.2 Supplier qualification

This refers to the inclusion, approval or blocking of a supplier in our system.

At Menck, the following applies:

The inclusion of a supplier in our system does not automatically mean that they are approved to supply individual items. Further steps are required for item delivery approval, such as supplier product assessment, specification clarification or initial sampling.

This process includes the following.

3.2.1. Due diligence

Our due diligence is a continuous process that aims to minimise risks for Menck and ensure compliance with legal requirements.

It is carried out when accepting potential suppliers and re-qualifying existing suppliers.

Reliable business partners are crucial for us in order to minimise risks in procurement.

This includes a stable financial situation and robust corporate structures for all partners involved in the supply chain. That is why we check suppliers, potential new suppliers and any sub-suppliers they name with the help of renowned rating agencies.

Companies, investments or individuals that do not pass our due diligence check – for example, if they are listed on sanctions lists – are immediately blocked in our systems. In accordance with legal requirements, we must immediately cease business activities.

Potential new suppliers who do not pass the check are rejected by us.

Our due diligence check includes

- Checking company data and the persons involved against the sanctions lists
- Credit check
- Review of the shareholder structure
- Analysis of available company information (for example from the information in our supplier questionnaire) and assessment of risks.

3.2.2. Menck – Supplier Onboarding Form

The prerequisite for adding new suppliers to our supplier directory is the complete collection of all relevant company, contact, legal, and payment information. To provide this data, suppliers must complete the Supplier Master Data Form (Supplier Onboarding Form) and return it fully completed via email to Menck Supply Chain Management (see also section Communication).

Without a correctly completed Menck Supplier Master Data Form, no company will be set up or registered in our systems.

3.2.3. Menck - Supplier Questionnaire

The supplier questionnaire is used to systematically collect key information on quality, risks, and compliance. The information requested in the questionnaire enables a well-founded assessment and risk-based classification of the supplier within the Menck Supplier Management System.

The questionnaire is sent by Menck Supply Chain Management (SCM) to selected suppliers.

We kindly ask all companies receiving this questionnaire to complete it fully, truthfully, and within the specified deadline, and to return it to our SCM team by email.

Our SCM department will transfer the provided responses into our system and subsequently carry out a risk assessment. This is done in accordance with the requirements of the EU General Data Protection Regulation (GDPR).

3.2.4. Conclusion of individual agreements with suppliers

Individual agreements are intended to help us minimize risks in the procurement line and promote a better understanding of how to work in partnership with a supplier.

We favour our agreement templates, which we will send to individual suppliers as a basis for negotiations if necessary. These include:

- Non-disclosure agreements (NDAs)

We require an NDA whenever we need to exchange information that contains sensitive and confidential data. A non-disclosure agreement must be agreed upon in writing before any confidential information is disclosed.

This is the case, for example, if a supplier shall supply us with DRAWING PARTS.

- (Signed) Supplier Code of Conduct (SCoC)

The requirements in our Supplier Code of Conduct also take into account the strict regulations within the European Union that we and all our business partners based within the European Union must comply with.

Suppliers who have their registered office outside the European Union or suppliers who supply goods and/or services to us outside the European Union must unilaterally confirm our Supplier Code of Conduct in a legally binding manner.

- Quality Assurance Agreements (QAA)

Suppliers who supply us with drawing parts, or who are to supply them, must enter into a written quality assurance agreement with us. This serves to minimize risks and establish a mutual understanding of quality. The resulting requirements are mandatory and take precedence.

- Framework agreements (FA)

generally include applicable regulations such as payment terms, delivery terms, guarantee, etc., which are agreed between Menck and a supplier.

- Framework agreements for the provision of logistics services (FFA)
(includes generally applicable regulations for the processing of logistics services such as payment terms, delivery terms, etc.)

3.3 Supplier Evaluation

We regularly evaluate our suppliers according to the following criteria:

- Quality performance (delivery performance)
- Delivery reliability (delivery performance)
- Soft facts (Menck internal assessment of the general cooperation with a supplier):
 - subjective overall impression of the collaboration
 - Delivery and payment terms
 - Number of requests for tolerance of manufacturing deviations (tolerance request)
 - Complaints processing
 - Collaboration to reduce costs
 - Price-performance ratio (price level)
 - Collaboration to improve quality and reduce costs
- Supplier default risk: Financial stability
- Supplier default risk: subjective assessment of delivery failure
- Processing times / administration times
- Willingness to provide information and communicate
- Assessment of the result of the supplier process audit carried out
- Violations of our Supplier Code of Conduct or other agreements
- Risk analysis (SCM assessment of available supplier information)
- Result of supplier audit / supplier assessment

Important note:

Repeated inadequate performance assessments and failure to comply with promised commitments by the supplier may lead to blocking in our procurement systems.

The result of a negative supplier evaluation will be communicated to the affected supplier. It can also serve as the basis for a joint development meeting in which possible causes and measures for improving cooperation are discussed.

3.4 Supplier Development

We define "supplier development" as a systematic process for continuously improving our collaboration with our suppliers. The goal is to work with our suppliers to sustainably increase quality, efficiency, reliability, and innovation – as well as to strengthen occupational health and safety and environmental protection along the supply chain. In this way, we support the long-term security of our needs and create competitive advantages for both parties.

As part of this process, we support our suppliers, for example, in:

- to make production and business processes more efficient,
- to develop procedures to promote technological innovations,
- to implement measures to improve occupational health and safety and environmental protection,
- and identify cost-reduction potential along the supply chain – for example through optimized material usage or more efficient logistics processes.

Supplier development measures are usually initiated based on the results of our supplier evaluation, our supplier audits or completed supplier assessments.

3.4.1. Supplier audits and supplier assessments

Supplier audits and assessments are key tools in our supplier development program. They enable us to gain transparency into the processes and structures established by our suppliers, identify potential for improvement, and detect risks in the supply chain at an early stage. The goal is to work with the supplier to continuously improve quality, efficiency, reliability, innovation, and aspects of occupational health and safety and environmental protection.

Audits and assessments are carried out in close coordination with the respective supplier.

An implementation date will be announced in writing by our Supply Chain Management (SCM) department in good time and agreed upon by mutual consent. We will send our supplier questionnaire in advance, which is requested to be completed within five working days. The information contained therein will be used for preparation and will be reviewed during the on-site audit or assessment.

We welcome your active support in conducting the audits and assessments, as well as open communication. The insights gained will be incorporated into the supplier evaluation and can be incorporated into the decision-making processes for future collaboration.

After completion of an audit/assessment, the supplier receives a written report with the results and any suggestions for improvement.

Menck distinguishes between supplier audit and supplier assessment as follows:

	Supplier audit	Supplier assessment
Objective	<ul style="list-style-type: none"> fundamental determination of the quality capability of a supplier Detailed, in-depth review and evaluation of whether the supplier complies/can comply with the quality standards, norms, legal regulations, process specifications and the specific requirements agreed with us in contracts and agreements. 	<ul style="list-style-type: none"> Review and evaluation of the processes that the supplier has planned or already established for the provision of our contractual product Determination of suitability as to whether a supplier can manufacture and deliver our contractual product in accordance with our requirements (supplier product approval)
Focus	<ul style="list-style-type: none"> Detailed review of processes, quality, compliance, risk management, and standard compliance with our contract products Implementation of management systems Corporate organization (security) Analysis of risk management practices and strategies Compliance: Review of compliance with legal regulations and implementation of our Supplier Code of Conduct requirements Sustainability: Consideration of environmental management and social aspects Review of the information provided by the supplier, e.g. in the supplier questionnaire 	<ul style="list-style-type: none"> Production, processing and delivery processes for our contract products or planned new products Test reports and test certificates Compliance with our quality, health, safety and environmental protection requirements throughout the entire product development and delivery process Taking our requirements into account <ul style="list-style-type: none"> Supplier Code of Conduct Framework agreements Quality assurance agreements
Frequency	<ul style="list-style-type: none"> with potential new suppliers with existing suppliers with recurring poor performance in the event of significant organizational changes (e.g. relocation, certificate status) 	<ul style="list-style-type: none"> regularly with strategic suppliers according to the agreed assessment plan ad-hoc in case of poor performance, ad-hoc for legitimate reasons (e.g. media reports, rating agencies, self-reports) order-related or project-related e.g. new product, change in product specification
Responsible	<ul style="list-style-type: none"> Supply Chain Management 	<ul style="list-style-type: none"> Supply Chain Management
Internal resources	<ul style="list-style-type: none"> At least 2 people <ul style="list-style-type: none"> Lead Auditor + Co-Auditor 	<ul style="list-style-type: none"> can be performed by 1 person <ul style="list-style-type: none"> Lead Assessor
Process	<ul style="list-style-type: none"> on-site at the supplier systematic detailed review according to detailed audit agenda Summary in the report 	<ul style="list-style-type: none"> On-site at the supplier according to the priority assessment agenda Summary in the report

4 Import and export regulations / customs regulations

Since some of the goods and services we order are exported or used as components of exported products, import and export regulations are of great importance for our business relationship.

We expect our suppliers to actively support us in fulfilling the necessary regulatory, customs and foreign trade requirements and to provide us with the requested documents and information completely, on time and with correct content.

All information and evidence provided by the supplier in connection with foreign trade law requirements (e.g. origin, classification, customs tariff numbers) must be true and comply with the applicable legal provisions.

4.1 Foreign trade and customs obligations

Suppliers should, within their responsibility, comply with the relevant foreign trade and customs regulations (e.g., import/export controls, customs regulations) as far as possible.

If we import goods or services, we ask the supplier to provide the necessary information, declarations, or official documentation, to facilitate customs inspections, and to inform us of any licensing requirements related to exports. Furthermore, we expect suppliers to inform us in writing of any relevant export regulations of the country of origin of the goods, including the tariff number, country of origin, and precise product descriptions.

4.2 Country of Origin & Customs Tariff Numbers

To simplify the administrative process, we expect suppliers to provide the following information for each delivery item in their order confirmation or, at the latest, on the invoice:

- Country of Origin
- Customs tariff number (HS code)

For products of US origin, the Export Control Classification Number (ECCN) must also be provided.

4.3 Supplier declaration (SD) / long-term supplier declaration (LTSD)

If necessary, we ask the supplier to use a supplier declaration (SD) or long-term supplier declaration (LTSD) as proof of preferential origin (for Menck GmbH according to EEC).

We provide a form for this purpose, which the supplier should review, complete, and – if possible – return to our Procurement Department within five working days.

If the supplier is unable to issue a long-term supplier declaration, please notify us in advance.

4.4 Certificate of origin

If an SD or LTSD is not possible or not recognized, a certificate of origin may be required. In this case, we ask the supplier to obtain such a document through the relevant Chamber of Commerce and submit the original to us.

4.5 Dual-use goods

If a supplier delivers goods subject to US export regulations or the EU Dual-Use Regulation, we expect them to notify us of this in writing before production begins, at the latest with the order confirmation. This also applies if the goods were manufactured outside the US but the US material content exceeds the applicable thresholds.

5 Requirements in the operational procurement process

5.1 Offers and cost estimates

Offers and cost estimates are generally submitted to us without obligation and free of charge.

We ask all suppliers to provide quotes in the currency we request.

Suppliers who do not manufacture an offered product themselves or do not provide an offered service themselves, but commission third parties to do so or resell products/services, are obliged to inform us openly and fully about this before submitting the offer.

If such notification is not made and is not otherwise apparent to us, we shall assume, within the framework of the contractual cooperation, that the supplier acts as the manufacturer or distributor and assumes the resulting obligations.

We would like to point out that a violation of this notification obligation may, depending on the individual case, lead to claims for damages or other legal consequences.

5.2 Order processing

All contractual products – including goods, services and logistics services – are generally ordered in text form.

Orders as well as changes or additions to existing orders for goods or other services are made exclusively by our Procurement Department.

Orders as well as changes or additions to existing orders for logistics services are initiated exclusively by our Logistics Department.

Each order is recorded in our ERP system and assigned a unique order number, which must be clearly stated on all accompanying documents and on the delivered goods.

All individual and framework orders are based on our information and expectations in this supplier manual, the Supplier Code of Conduct and the General Terms and Purchase Conditions (GPC) stated in the respective order.

To the extent that individual agreements (e.g. framework agreements, quality assurance agreements) have been made with individual suppliers, these shall serve as a supplementary basis for the respective orders.

5.2.1. Ordering “Menck drawing parts”

We refer to goods and/or services manufactured according to our specifications, specifications, and/or drawings as "drawn parts." If we order drawing parts, our specifications in the currently revised version must be observed when providing the service.

Individual orders are usually accompanied by technical delivery specifications, corrosion protection/coating specifications, and/or a sketchbook. If these documents are not available, they must be requested immediately from our Procurement Department.

If we carry the relevant items with a serial or variant number, this number will be specified in the individual order. The placement of this number is based on the specifications in our drawings or sketchbook.

5.2.2. Framework orders / call-off from framework orders

If there is a regular or predictable demand for an item, we determine the total demand for a specific period of time if possible and then place a blanket order with the respective supplier.

The goal of this approach is to enable suppliers to better plan their material procurement and/or production. At the same time, we strive to optimize our procurement costs and ensure reliable product availability.

Calls from the framework order are made by the Procurement Department as required in the form of call orders that refer to the framework agreement.

Billing is based exclusively on individual call orders. The supplier creates a separate invoice for each call and sends it by email to the specified billing address (see "Communication").

5.2.3. Provision of materials, tools and test equipment

If we provide the supplier with tools, measuring instruments or other materials that are our property, the supplier must store these items free of charge, carefully and separately from other property.

The supplier undertakes to exercise the due care of a prudent businessman. The items provided must be marked as Menck property, e.g., with the inscription "Property of Menck GmbH."

To this end, the supplier must take all reasonable measures to avoid damage or loss of the items provided.

Should any damage or loss nevertheless occur, we reserve the right to assert any resulting claims for compensation, provided the supplier is at fault.

With regard to measuring and testing equipment that is our property, the performance of calibrations, verifications and adjustments is the sole responsibility of us or third parties commissioned by us.

The supplier shall ensure that our instructions relating to the calibration, verification and adjustment of provided measuring and testing equipment are implemented and that the equipment in question is accessible, protected and kept in proper working order.

5.2.4. Ordering services

When Menck commissions services, we expect our suppliers to carry out all work carefully, professionally, and in compliance with all applicable safety and environmental regulations, even if this is not explicitly stated in the order.

In this regard, the section “Safety in the provision of services” in this supplier manual must also be considered

5.2.5. Ordering development services

When commissioning development services, we assume that upon full payment of the development service, the development result, including all associated documents, will become our complete and unrestricted property.

The supplier must ensure that all results generated within the scope of the development work are free from third-party rights. The supplier undertakes to fully indemnify us against any third-party claims related to the development results.

Should there be any restrictions regarding the use, exploitation or ownership of the development results (e.g. due to existing intellectual property rights, licenses or other reservations), the supplier is obliged to inform us of these restrictions in text form and without being asked to do so before accepting the order.

Such notification forms the basis for further orders. If no information is provided, we assume that no restrictions apply.

5.3 Order confirmation

Every order submitted by us must be confirmed by the supplier in text form via email – with binding details of the scope of services, prices and delivery dates.

Order confirmations for goods and/or services must be sent in text form by email to the responsible procurement department.

Order confirmations for logistics services must be sent in text form by email to the Logistics Department.

(see also the section “Communication” in this supplier manual)

Please also consider our General Terms and Conditions of Purchase in this regard.

5.4 Delivery date monitoring

The delivery date agreed between the supplier and us for each order item must be specified by the supplier in its order confirmation. We will document and systematically monitor this information in our ERP system.

We regularly monitor compliance with agreed delivery dates for outstanding goods and services. The supplier is requested to actively support us in this process, in particular by:

- timely notification of impending delivery delays,
- transparent communication on the current delivery status,

- and, upon request, the provision of delivery planning information.

5.5 Production-related reporting (progress report)

If Menck orders goods and/or services from a supplier that are manufactured in-house or commissioned to be manufactured according to our drawings or specifications, and the respective contract stipulates the regular preparation of a progress report, we expect the supplier to update this progress report every two (2) weeks without request and to submit it in text form to the responsible procurement department by email by Friday noon. This reporting must continue until the ordered goods and/or services have been fully delivered.

Unless otherwise agreed in the individual contract, the progress report should contain at least the following information:

- Manufacturing and quality assurance plan with the individual performance steps up to delivery,
- Overview of the subcontractors involved, indicating which service steps are provided by which subcontractors,
- Target schedule, which indicates which performance step is planned for which calendar week,
- Actual schedule overview of the current progress in the manufacturing process,
- Current photos of the contractual product or relevant components in the respective service step.

5.6 Deviation detected before delivery

If the supplier discovers, prior to delivery/handover of the ordered contractual items to us, that he is unable to comply with certain quality-related specifications of a contractual product, he is obliged to inform us of this immediately in text form (by email).

5.6.1. Display of manufacturing deviations

If there is a technical or quality-related deviation from the contract or specification, the supplier must submit a "tolerance request".

For this purpose, please use the "Deviation Request" form (current version) provided by us. The Menck form can be requested from the Procurement Department.

Important:

The affected contractual product may not be further processed or shipped until we have given our written approval.

We generally expect the supplier to ensure that no defective products enter the regular process without approval. If the supplier subsequently discovers that a product with a deviation has already been shipped, they must immediately notify us in writing and ensure that the affected parts are separated at their own expense.

5.6.2. Delivery of contractual products with deviations

Contractual products that deviate from our specifications may only be delivered if the tolerance request has been expressly approved by us in writing.

Such products must be clearly marked upon delivery – with a red sticker on the product itself and on the accompanying delivery note.

The approved deviation must be clearly visible. Ideally, the approved application is attached to the component and included in the scope of delivery.

These marking measures help us to optimize our inspection effort after receipt of goods.

5.6.3. Processing effort

Please understand that we reserve the right to charge for the processing costs incurred by us in reviewing and approving such deviations, which are the responsibility of the supplier.

5.7 Deliveries of goods to Menck

We ask our suppliers to carefully observe the following guidelines. By adhering to them, you will help us keep the effort involved in the incoming goods process and quality assurance testing to a minimum. At the same time, you will help ensure smooth and efficient delivery processing.

5.7.1. Delivery note and labelling

A delivery note must be enclosed with every delivery. This must contain the following information:

- our order number,
- the order date,
- the article name or service description,
- the quantity delivered

The order number must also be clearly marked on the package.

5.7.2. Other documents to be enclosed

If additional documentation is required in the order (e.g., an acceptance test certificate according to DIN EN 10204, Type 3.1), these must be sent in full and without request by email to the responsible quality department. The relevant contact details can be found under "Communication."

Relevant certificates, test reports and evidence must be provided to us free of charge in accordance with legal requirements.

For hazardous substances, the current safety data sheet must be included with every delivery.

Please understand that we will classify deliveries as incomplete if required or required accompanying documents are missing or incomplete. In these cases, we reserve the right to file a complaint until these documents are completely delivered.

5.7.3. Delivery

We expect delivery of the contractual products ordered by us on the agreed delivery date specified or accepted by us and to the delivery address specified in our order.

5.7.4. Delivery conditions and shipping processing

We prefer FCA (INCOTERMS 2020) as our delivery terms. However, the applicable delivery terms are agreed upon in individual contracts with suppliers.

We expect the following implementations for shipping:

1) **Parcel shipping (up to 30 kg):**

- The goods will be handed over to the parcel service provider designated by us.
- The shipment must be made using the customer number provided in the order.
- The following maximum dimensions must be observed:
 - Maximum package length: 2.70 m
 - Maximum sum of length + belt circumference: 419 cm
(belt circumference = $length + 2 \times width + 2 \times height$)

2) **Freight forwarding (over 30 kg up to max. 2,000 kg):**

- The goods must be handed over to the shipping company named in the order.
- The following limits must not be exceeded:
 - Maximum length: **3.00 m**
 - Maximum volume: **10 m³**
 - Maximum 2 loading meters

3) **Large shipments (over 2,000 kg, >10 m³ or >2 loading meters):**

- These must be reported in advance to the responsible logistics team. Further information can be found in this supplier manual under the section "Communication."

4) **Priority and courier shipments**

Deliveries that must be guaranteed to arrive on the next business day (with or without a time limit) are organized exclusively by our logistics team. The same applies to shipments that are to be sent by courier on the same day. Please coordinate such shipments in advance with our Logistics Department (see the "Communication" section of this supplier manual).

5.7.5. Packaging requirements and transport damage

Transport-safe packaging is an essential component of a quality delivery. To avoid damage during transport, we ask our suppliers to select suitable packaging that is appropriate for the means of transport and the goods being packed.

Transport damage that can be proven to be due to inadequate or defective packaging may result in additional costs on our part (e.g., rework, sorting, additional testing, or delays in the production process). In such cases, we reserve the right to charge the supplier in question for the resulting costs, provided they are responsible for the packaging and legal or contractual obligations have been violated.

If acceptance of the damaged goods is not possible due to the damage and a replacement delivery is not made in a timely manner, this may lead to a delay in delivery in accordance with statutory regulations.

5.7.5.1 Types of transport damage

We distinguish between two types of damage:

Open transport damage: immediately visible externally upon receipt of goods

Hidden transport damage: only detectable after opening or later

5.7.5.2 Procedure for determining damage

In order to safeguard any claims for compensation, the respective carrier will be informed in a timely manner when damage is detected – depending on the type of damage – and will be consulted:

Open transport damage:

- Will be determined upon delivery
- Must be confirmed by the driver in writing on the freight documents
- The damage report is made immediately upon handover

Hidden transport damage:

- Only discovered after unpacking
- The damage report must be submitted to the carrier in writing, taking the following deadlines into account:
 - Freight forwarders: no later than the 6th calendar day after delivery
 - UPS / parcel services: no later than 24 hours after delivery

5.8 Goods acceptance and quality control

5.8.1. Quality requirements and responsibility of the supplier

We expect our suppliers to only deliver products and provide services that meet the agreed quality standards and are executed in accordance with the contract. The supplier ensures that its deliveries and services are

free from material defects and comply with the technical and quality requirements of the respective order (e.g., drawings, specifications, standards).

5.8.2. Goods receipt and quality inspection

As part of our normal business procedures, we conduct random, in-process, or risk-based inspections. The inspection initially focuses on obvious defects, such as visible damage or incorrect deliveries, and is carried out promptly after delivery.

We will notify the supplier in writing of any defects discovered during this inspection or later in the processing process immediately after their discovery.

The inspection is carried out based on our internal inspection standards. We also report any hidden defects as soon as they are discovered.

In this regard, the provisions of our General Terms and Conditions of Purchase (GPC) must also be taken into account.

5.8.3. Factory Acceptance Test – FAT

If we wish to conduct a quality control inspection at the supplier or one of its subcontractors (e.g. as part of a Factory Acceptance Test – FAT), we will announce this in good time and coordinate the process with the supplier in advance.

The supplier will support our on-site quality control free of charge and ensure that it can be carried out efficiently and without unnecessary additional effort. This includes, in particular, the provision of suitable and calibrated measuring equipment according to the requirements of its manufacturing process and the provision of expert personnel to support it, if necessary.

If legitimate defects in the contractual products are discovered during quality control, the affected products or services are deemed not to have been accepted. In this case, the supplier undertakes to remedy the defects immediately and free of charge or – within a period agreed upon by us – to supply defect-free replacements. Further statutory and contractually agreed rights and claims remain unaffected.

The supplier shall analyse each identified quality deviation and inform us in writing of the identified cause of the defect as well as planned and implemented corrective and preventive measures.

6 Quality, environmental and safety requirements for suppliers

This section supplements section 1.4 “Basic requirements profile for suppliers” in this supplier manual and our Supplier Code of Conduct.

6.1 Our principle

Our products and services stand for quality, reliability, and safety worldwide. To maintain this standard, we expect our suppliers to share a similar understanding of quality and consistently adhere to the agreed quality requirements.

Furthermore, we are committed to responsible and sustainable business practices. Suppliers should strive to avoid or reduce negative environmental impacts of their business activities, conserve natural resources, and continuously promote measures to reduce the ecological footprint of their production, products, and services throughout their entire life cycle.

All aspects of effective environmental protection, resource efficiency, sustainable corporate management, and the safety and health of all employees involved – as described in our Supplier Code of Conduct – must be observed and implemented.

We also expect our suppliers to be able to trace the intermediate goods or finished products they provide through all phases of product development in order to identify any environmentally harmful production processes or violations of working conditions.

6.2 Management systems

We prefer suppliers who operate an effective management system that systematically ensures quality, occupational safety, and environmental protection. If relevant certifications are available, they should be proactively submitted to our Supply Chain Management (SCM) in PDF format. If a certification is withdrawn, this must be reported without delay.

- Quality management:

Suppliers of Menck products, especially drawing parts, should operate a quality management system (QM system) that is based on the requirements of ISO 9001.

- Occupational health and safety:

Suppliers who implement an occupational health and safety management system (based on ISO 45001) will be given preference.

- Environmental protection:

Suppliers who operate an environmental management system (based on ISO 14001) also enjoy preference.

6.2.1. Certification Requirement for Suppliers of Safety-Critical Products and Services

Due to the requirements of our international business, we require suppliers of testing services as well as lifting and hoisting equipment to provide evidence of an ISO-certified management system. The associated certificates must be accredited in accordance with the Multilateral Recognition Arrangement (MLA) of the International Accreditation Forum (IAF).

6.3 Quality assurance

6.3.1. Error prevention and quality responsibility

Fundamentally, we expect our suppliers to implement a zero-defect strategy, 100% delivery reliability, and continuous cost optimization.

Proactive error prevention must take priority over error detection.

Suppliers who supply goods and/or services to us bear full responsibility for the quality of their deliveries and services. This responsibility also extends to the subcontractors employed by the supplier throughout the entire supply chain.

The goods and/or services delivered to us must always fully correspond to the scope specified in our order.

We require our suppliers to align their quality strategies with continuous improvement of processes and services. Furthermore, we expect our suppliers to be able to critically examine our technical documentation and point out potential for improvement in the manufacturing process. We aim to work together to develop solutions that will enable us to optimize our technical documentation from a manufacturing and quality perspective.

To support the desired long-term and trusting partnership, we will conclude a quality assurance agreement and/or a framework agreement with selected suppliers.

6.3.2. Project management – new development

If we order development services, the requirements specification must be defined in text form, e.g., in the form of a specification sheet. The supplier will prepare a specification sheet for this purpose.

The supplier undertakes to apply professional project and risk management during the planning phase of products, processes, and other cross-departmental tasks, enabling the supplier to present its approach and describe and schedule ongoing activities. Testing and control steps must be presented within the project plan.

Project plans are both a means of communication in collaboration with us and an analysis and control tool.

6.3.3. Planning the manufacturing process

We expect the supplier to conduct a risk assessment of its manufacturing processes required to produce the goods and/or services to be delivered during the planning phase. This includes, for example, manufacturing instructions such as work schedules, inspection plans, resource planning, tool usage, machine utilization, etc. The supplier must archive the relevant documents and provide access to these documents upon our request.

For newly established manufacturing/production processes, the supplier is required to apply appropriate preventive quality planning methods (e.g., manufacturability analysis, reliability studies, FMEA). Experience from similar projects is taken into account (e.g., process flows, capability studies). Risk assessments must be considered using systematic procedures. The required quality planning elements can be jointly defined in an individual agreement.

A process capability study must be conducted for the function- and process-critical characteristics agreed upon with us. When determining process capability, the requirements for measuring instrument accuracy and the principles of statistics must be considered. As long as the required process reliability is not achieved, the manufacturing process must be safeguarded by a 100% test and documented (verification). If compliance with essential product characteristics cannot be determined by testing the finished product (e.g., bonding, welding), the manufacturing process underlying the characteristic must be examined and assessed for capability (validation). The parameters required for a positive process result, including the parameter values, must be documented.

The supplier must align and document its processes in such a way that the results of its processes (goods and/or services) can be realized and reproduced without fluctuations in quality.

6.3.4. Manufacturing process

If the supplier delivers goods and/or provides services that are specifically manufactured or performed according to our specifications, the supplier must ensure that the production or provision of services is carried out in accordance with the manufacturing or process instructions provided by us.

The supplier shall conduct regular random checks during production and document the results in a traceable manner. Process parameters that may influence product or service quality must also be monitored.

The records must enable clear traceability of process interruptions (e.g. tool breakage) as well as of quality assurance measures initiated.

Only products that meet the agreed specifications may be used for the release of a production batch.

If a deviation is detected during the manufacturing process, the process must be stopped and corrected immediately.

In this case, all units manufactured since the last satisfactory sample inspection must be subjected to a 100% inspection. Defective products must be clearly labelled, secured, and stored in a separate designated area (lockdown storage) until the cause of the defect has been determined.

Corrective measures taken must be documented completely and comprehensibly.

If a subsequent inspection reveals that defective parts cannot be reworked, they must be disposed of properly.

In the event of rework, the specified tests must be carried out again and the results recorded in an accompanying document.

6.3.5. Tool / test equipment management

By the term “tools” we mean production tools, auxiliary tools, devices and/or measuring and testing equipment that are used for production and/or quality control.

We expect a supplier to securely manage the tools used to provide the service and to demonstrate their functionality and accuracy at regular intervals.

6.3.6. Complaints and measures

Defects discovered are documented by us and usually communicated to the supplier in writing by the procurement department (e.g., the procurement manager). The responsible procurement manager and a quality assurance employee coordinate with the supplier regarding the next steps, for example, regarding rework, return delivery, new delivery, costs, deadlines, causes of defects, and corrective measures.

We generally strive to collect defective goods and/or services for repair. If a faster solution is available for operational reasons (e.g., production downtime, inability to deliver, contractual penalties), the supplier should propose an alternative, timely course of action in consultation with us.

If we deem corrective action necessary, the supplier will be asked to provide a statement detailing the causes of the error and the measures taken. We recommend using a standardized procedure (e.g., a 4D report) for documentation purposes. A detailed 8D report can be prepared upon request.

The statement should describe the following points, where applicable:

- 1) Error description
- 2) Cause of error / root cause analysis
- 3) Immediate measures taken (damage limitation)
- 4) Remedial and corrective measures
- 5) Dates of the measures and responsibilities for implementation
- 6) Proof of effectiveness

6.3.7. Support in case of incidents / complaints

We expect our suppliers to provide us with professional and timely support in the event of incidents and complaints.

If subsequent complaints arise regarding goods and/or services for which the supplier is demonstrably responsible (e.g. use of inferior materials or defective manufacturing), the supplier is requested to rectify the defect promptly in consultation with us.

If defects affect an entire delivery batch or a delivery lot of a contractual product, or parts thereof, the necessary measures, including additional costs, must be implemented accordingly. The corresponding complaint number should be noted on the associated documents and accompanying documents.

In the event of a justified complaint, we are entitled to claim the costs incurred (e.g. freight or service costs) in consultation with the supplier.

6.3.8. Repairs

In the case of repair of used goods, the supplier must apply the same quality management procedures that apply to the manufacture of new goods and/or services.

6.4 Health protection, occupational safety and working environment

The health and safety of those involved in the manufacture of products or the provision of services, as well as the protection of the environment, are of great importance to us.

The supplier is obliged to provide and maintain working conditions that comply with applicable legal and regulatory requirements regarding occupational health and safety and to ensure the quality of the goods and/or services supplied.

In doing so, the supplier must take into account, in particular, physical factors such as temperature, lighting conditions, humidity and noise, as well as requirements regarding the health, cleanliness and work clothing of the personnel deployed.

The supplier must ensure and, upon request, provide evidence that only qualified and appropriately trained personnel are employed in the manufacturing or service process.

6.4.1. Security in the provision of services

Safety and quality are our highest priorities. This applies especially to the provision of services.

If the supplier is required to provide a service, they are obligated to attend a safety briefing at the service location, conducted by us or by persons authorized by us. The safety briefing takes place before commencing work. The supplier must ensure that its employees adhere to the contents of the briefing and comply with the established safety regulations.

Participation in the safety training must be documented by the supplier.

If the requirements of the safety training or applicable safety regulations are not observed, the supplier shall be liable for any resulting damage within the framework of the statutory provisions.

When providing services on our premises or at a service location designated by us, the supplier must meet at least the following requirements:

- 1) Personal protective equipment (PPE):

The supplier must provide appropriate personal protective equipment and ensure its use. Minimum requirements for simple tasks are:

- Safety shoes according to DIN EN ISO 20345:2024-06, at least protection class S3,
- Safety helmet according to DIN EN 397,
- Safety goggles according to DIN EN 166,
- suitable safety work gloves

2) Work and operating resources:

Only valid, tested and safe work and operating equipment may be used.

3) Handling hazardous substances:

When working with hazardous substances, the latest safety data sheets must be carried and observed. Such work must be announced in advance and approved by us.

4) Access to the company premises:

Work on our premises may only be carried out after prior agreement, registration at reception and receipt of a visitor's pass.

5) Safety briefing:

Safety training must be provided before starting work; work may not begin without this training.

6.5 HSE inspection (Health, Safety, Environmental Inspection)

To protect people and the environment, as well as to fulfill our legal and internal due diligence obligations, we expect our suppliers to comply with applicable legal and regulatory requirements regarding occupational health, safety, and environmental protection. Furthermore, they should take appropriate measures to continuously improve safety, health, and environmental protection in their operational processes.

In order to verify compliance with these requirements, we reserve the right, after prior notice and to carry out HSE inspections at the supplier and also at subcontractors commissioned by the supplier, or to have them carried out by third parties commissioned by us.

Such inspections shall be carried out in consultation with the supplier and taking into account legitimate confidentiality and security interests.

The Supplier undertakes to provide the necessary information during such inspections and to allow access to relevant areas to the extent necessary to verify compliance with HSE requirements.

If it turns out that requirements are not met, the supplier will be asked to take appropriate corrective measures and provide written evidence of their implementation.

6.6 Environment

Our suppliers commit to complying with the environmental requirements set forth in our Supplier Code of Conduct. This includes, among other things, requirements regarding resource conservation, waste and emissions management, hazardous substances, CO₂ emissions, conflict minerals, asbestos-free production, radioactive emissions, and deforestation-free products.

Suppliers must ensure that these requirements are complied with throughout the entire supply chain and that evidence can be provided upon request.

6.7 Continuous Improvement Process (CIP)

In order to achieve our goals and visions, we continuously work to improve our processes (continuous improvement process "CIP").

We expect our suppliers to actively work on improving their processes and products. The goal is to continuously optimize the entire system. This continuous improvement process (CIP) is required throughout the entire supply chain. It should encompass all processes at the supplier, their suppliers, and subcontractors, as well as processes between us and our suppliers.

Our suppliers must proactively contribute to continuously improving quality, deliveries, services, deadlines, and safety measures. We expect this to also result in a reduction in our purchasing prices.

If optimizations have an impact on approved materials, properties of articles or products and the manufacturing processes used, directly or through subcontractors, these must be reported to us in advance of implementation and, if necessary, approved by us.

7 Communication

We generally expect our suppliers to communicate with us proactively and proactively.

Information that influences the contract content and service processes, or the quality of the goods, must be communicated to the contractual partner immediately in text form (e.g., delivery date, quantity deviation, production disruptions). "In text form" means that communication takes place via email.

The following email addresses are to be used by suppliers:

to department	concerning the topic	OpCo in	email
Supply Chain Management	<ul style="list-style-type: none"> Onboarding Form Supplier Questionnaire Agreements (e.g. NDA) Supplier Assessment / Audit Company presentations All strategic topics ISO certificates 	Germany	supply.chain@menck.com
		UK	
		Ireland	
		Singapore	
		Australia	
Procurement	<ul style="list-style-type: none"> Quotations Order-related topics Order confirmations Delivery dates Complaints Certificates of origin 	Germany	procurement@menck.com
		UK	
		Ireland	
		Singapore	
		Australia	
Logistic	<ul style="list-style-type: none"> Logistics – quotations Logistics – order-related topics Logistics – order confirmations Logistics – schedules / dates Logistics – complaints Customs processing 	Germany	logistics@menck.com
		UK	
		Ireland	
		Singapore	
		Australia	
Accounting / Finance	<ul style="list-style-type: none"> Supplier invoices Supplier credit notes Account reconciliations Changes to bank account details 	Germany	invoice@menck.com
		UK	financeUK@menck.com
		Ireland	financelE@menck.com
		Singapore	accountspayable@menck.com
		Australia	financeAU@menck.com
Quality Assurance	<ul style="list-style-type: none"> Inspection certificates Material certificates <p>For goods shipments to the OpCo</p>	Germany	quality.documents@menck.com
		UK	quality.documents-UK@menck.com
		Ireland	quality.documents-IE@menck.com
		Singapore	quality.documents-pte@menck.com
		Australia	quality.documents-AU@menck.com

- END -