

# SUPPLIER CODE OF CONDUCT

[Subject]

Date: 10.01.2024

Document: Supplier-Code-Of-Conduct\_Marine Foundations\_03.00\_EN

[www.acteon.com](http://www.acteon.com)



# CONTENT

1	Preamble.....	4
1.1	Purpose of this supplier code of conduct.....	4
1.2	Scope.....	5
1.3	Breaches and consequences .....	5
1.4	Our general requirements.....	5
1.4.1	Compliance with this Supplier-Code-of-Conduct.....	5
1.4.2	Information on the contents of this Supply-Code-of-Conduct.....	5
1.4.3	Implementation of a training system.....	5
1.4.4	Appropriate management systems for active monitoring .....	6
1.4.5	Duty to report and inform in case of incidents .....	6
1.4.6	Duty to report and inform in case of incidents .....	6
1.5	Legal compliance .....	6
1.6	Implementation and compliance .....	6
2	Social responsibility .....	7
2.1	Human rights .....	7
2.2	Prohibition of modern slavery and forced labour .....	7
2.3	Prohibition of child labour .....	7
2.4	Fair remuneration .....	7
2.5	Fair working time .....	7
2.6	Freedom of association .....	7
2.7	Prohibition of discrimination.....	7
2.8	Health protection; safety at work .....	8
2.9	Complaints / Whistleblower protection / Whistleblowing .....	8
3	Ecological responsibility.....	9
3.1	Resource efficiency, water and energy consumption.....	9
3.2	Emissions and waste management.....	9
3.3	Hazardous substances .....	9
3.4	Conflict minerals .....	10
3.5	CO2 emissions / EU-Carbon Border Adjustment Mechanism (CBAM .....	10
4	Ethical business conduct .....	11
4.1	Fair business competition .....	11
4.2	Compliance with Trade and Sanctions Provisions / Due Diligence.....	11
4.3	Prohibition of corruption and bribery.....	11

4.4	Anti-Money Laundering.....	11
4.5	Prevention of facilitation of tax evasion .....	12
4.6	Gifts and hospitality .....	12
4.7	Avoidance of conflicts of interest .....	12
4.8	Confidentiality .....	12
4.9	Data protection .....	12
4.10	Safety measures.....	12

## REVISIONS

Rev	Autor	Remarks
01	KST	First publication (2022)
02	KST	Adjustments with the ACTEON Supplier-Code-Of-Conduct (2023)
03	KST	Addition under point 3.5 - CO2 emissions / EU-Carbon Border Adjustment Mechanism (CBAM)

# 1 PREAMBLE

---

ACTEON is a world-renowned global partner for the installation, maintenance and decommissioning of marine infrastructure. Acteon supports marine projects for the offshore renewable energy, nearshore construction and oil and gas industries by providing services with proven commercial and environmental benefits that enable the energy transition.

To best align with customer needs, ACTEON has divided its strategic segments and business units into three divisions:

Data and Robotics / Engineering, Moorings and Foundations (Marine Foundations) / Energy Services.

The business unit "MARINE FOUNDATIONS" of ACTEON Group Ltd. includes the individual companies

- MENCK GmbH (Germany)
- MENCK Pte.Ltd. (Singapore)
- Large Diameter Drilling Ltd. (United Kingdom)
- LDD Australia Pty. Ltd (Australia)

LM Handling and Core are product lines serviced and traded through LDD Australia Pty. Ltd and Large Diameter Drilling Ltd respectively.

These individual companies are collectively referred to as MARINE FOUNDATIONS - COMPANIES and are hereinafter referred to as "MFC" , "we" , "us" or "our" in this Code of Conduct.

## 1.1 Purpose of this supplier code of conduct

The Code of Conduct for Suppliers of MFC - (hereinafter referred to as the "Supplier Code of Conduct") sets out minimum requirements and demands on the sustainability of all MFC - suppliers in the following areas:

- Social responsibility
- Ecological responsibility
- Ethical business conduct

The Supplier Code of Conduct is based on MFC's Quality, Health, Safety, Environment - Policy (QHSE), ACTEON compliance requirements and international conventions and standards such as the United Nations Global Compact, the OECD Guidelines, the International Bill of Human Rights and the Declaration on Fundamental Principles and Rights at Work of the International Labour Organization (ILO).

## 1.2 Scope

The Supplier Code of Conduct is part of the agreements between the supplier and the relevant individual companies of MFC.

The term "employees" used in this Supplier Code of Conduct includes all employees who work for or on behalf of a supplier, directly and also indirectly. This also includes full and part-time employees, consultants, contractors, apprentices, trainees, temporary workers, migrant workers, executives, and board members.

The Supplier Code Scope of Conduct applies to all suppliers who provide goods and/or services to us, including their parent, subsidiary or affiliate companies and their respective employees and agents (hereinafter individually and collectively referred to as "Supplier").

## 1.3 Breaches and consequences

A breach of any requirement of this Supplier Code of Conduct shall be deemed a fundamental breach of the agreement with us and will result in sanctions.

If we become aware of a breach of this Code by the supplier or its workers, we will:

- immediately terminate the business relationship with the supplier and immediately terminate any current contracts; or
- require the supplier to take immediate action to ensure compliance with the code.

These measures, which must then be presented in writing in a plan of measures, must be submitted to us in writing within 14 days of the request. If the supplier does not submit this action plan within this period or does not implement it within a reasonable period, we may terminate the business relationship with the supplier with immediate effect and cancel current orders free of charge.

## 1.4 Our general requirements

### 1.4.1 Compliance with this Supplier-Code-of-Conduct

The Supplier shall comply with all requirements of the Supplier Code of Conduct and shall make the necessary efforts to meet the requirements.

### 1.4.2 Information on the contents of this Supply-Code-of-Conduct

The supplier shall ensure that all requirements of this Supplier Code of Conduct are brought to the attention of and complied with throughout its own operations and those of its direct suppliers. We also encourage each supplier to meet the same standard with respect to our claims and to proactively engage with their supply chain beyond their direct suppliers to implement comparable standards as outlined in this Supplier Code of Conduct with respect to requirements and claims.

### 1.4.3 Implementation of a training system

The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code. The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to us on request.

#### 1.4.4 Appropriate management systems for active monitoring

The supplier proactively addresses any risk of violation of the requirements, whether in its facilities or in its supply chains. The supplier has a code of conduct that clarifies the supplier's rules of conduct and proper behaviour for the supplier's employees.

The supplier shall establish appropriate management systems to monitor all elements of this Supplier Code of Conduct, taking into account the scale, complexity and risks of the supplier's business. Such management system shall be continuously reviewed, monitored and improved, preferably through third party certification.

If requested, the supplier shall provide us with written confirmation that

- it has appropriate systems in place to monitor compliance with this Code
- it is able to comply with this Code for the duration of the business relationship with us

#### 1.4.5 Duty to report and inform in case of incidents

The supplier shall act honestly and be transparent with facts and data related to requirements and claims. The Supplier undertakes to present all information and results on individual points of the Supplier Code of Conduct in writing if requested to do so in writing by MFC.

#### 1.4.6 Duty to report and inform in case of incidents

The supplier has appointed a manager who is responsible for compliance with the areas mentioned in this Supplier Code of Conduct.

- a.) The supplier has a code of conduct that clarifies the supplier's rules of conduct and proper behaviour for the supplier's employees.

### 1.5 Legal compliance

Fundamental to all areas of this Supplier Code of Conduct and the basis of all dealings with MFC companies is that the supplier complies with all relevant laws and regulations.

If local laws and regulations are less restrictive, the principles of this Supplier Code of Conduct shall prevail. In the event that a requirement is covered by both this Supplier Code of Conduct and the relevant laws and/or the provisions of the agreements with MFC, the more extensive provision that provides the greatest protection shall apply.

### 1.6 Implementation and compliance

The items listed in this Supplier Code of Conduct are key indicators for MFC's supplier qualification and evaluation process. Acceptance of this Supplier Code of Conduct and implementation of the requirements by the supplier is a prerequisite for a business relationship with us. MFC regularly reviews compliance with the requirements and demands of this Supplier Code of Conduct. MFC reserves the right to conduct an on-site audit at any time by MFC employees or by an independent third party commissioned by MFC.

Lack of cooperation, failure to comply with the requirements of this Supplier Code of Conduct and/or failure to implement required corrective actions in a timely manner, may result in a reduction of business and ultimately termination of the business relationship with MFC.

## 2 SOCIAL RESPONSIBILITY

---

### 2.1 Human rights

The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.

### 2.2 Prohibition of modern slavery and forced labour

We do not tolerate any forms of modern slavery or forced labour and human trafficking!

No forced labour, slave labour or such comparable work may be used along the supply chains. All work must be voluntary, and employees must be able to end their employment at any time. Furthermore, there must be no unacceptable treatment of workers, such as psychological hardship or sexual and personal harassment. Consequently, the supplier, including its recruitment agencies, shall not engage in or tolerate restrictions on freedom of movement, excessive recruitment fees, confiscation of identity documents and/or passports, abusive working conditions, debt bondage, withholding of wages, violence or other forms of exploitation or abuse.

### 2.3 Prohibition of child labour

Child labour must not be used in any phase of production and service provision. Suppliers are required to comply with the recommendation from the ILO conventions (International Labour Conference of the United Nations) on the minimum age for employment.

### 2.4 Fair remuneration

The supplier shall always pay and provide its employees with compensation and benefits that are, at a minimum, in compliance with relevant laws and collective agreements and meet the employees' basic personal needs. The supplier provides its employees with information on their terms and conditions of employment and benefits in a format and language that they can easily understand, e.g. a written employment contract and a timely pay statement.

### 2.5 Fair working time

Working hours must comply with applicable laws or industry standards. Overtime is permitted to the extent it is in compliance with applicable laws and all legally required rest breaks are available.

### 2.6 Freedom of association

The supplier shall respect the right of workers to freedom of association, to join trade unions, to call on labour representation or to join works councils in accordance with local laws. Workers shall be able to communicate openly with management without fear of reprisal or harassment.

### 2.7 Prohibition of discrimination

Discrimination against employees in any form is inadmissible!

This applies, for example, to discrimination based on gender, race, caste, skin colour, disability, political conviction, origin, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual are respected.

## 2.8 Health protection; safety at work

The supplier is responsible for a safe and healthy working environment. By setting up and applying appropriate occupational safety systems (e.g. in accordance with ISO 45001), necessary precautionary measures are taken against accidents and damage to health that may arise in connection with the activity. In addition, employees are regularly informed and trained about applicable health and safety standards and measures. The supplier undertakes to hand over statistics and reports (without personal data) on occupational accidents to MFC, if requested to do so by MFC.

Employees shall be provided with access to drinking water in sufficient quantity and access to clean sanitary facilities.

## 2.9 Complaints / Whistleblower protection / Whistleblowing

The supplier shall provide all employees and third parties with appropriate reporting channels and remediation mechanisms to report concerns, complaints and breaches of law, as well as to make recommendations and suggestions for improvement in relation to the supplier's business operations.

All reporting channels must be designed, established and operated in such a way that the identity of the whistleblower remains confidential. In addition, both employees and third parties must be able to submit their information verbally as well as in writing. The supplier should acknowledge receipt of the report within one week and inform the whistleblower of any action taken within three months.

Whistleblowers must be protected from reprisals. This includes protection against labour law measures, such as dismissals and salary cuts, but also against discrimination. This protection can also extend to other persons such as colleagues of the whistleblower. If reports are hindered or prevented, this leads to sanctions against individual persons or even the supplier.

The supplier must check whether notices received about potential legal violations are valid. If so, they should initiate appropriate measures, such as internal investigations. In this process, an external partner can also take over the individual steps from the validity check to the recommendation of follow-up measures to the conclusion and documentation of the procedure.

The supplier is obliged to provide full information about its established whistleblowing system if we request this or check this in the course of an audit.



## 3 ECOLOGICAL RESPONSIBILITY

---

MFC expects all its suppliers to reduce their negative impact on the environment by protecting the environment, conserving natural resources and continuously seeking to reduce the environmental footprint of their production, products and services throughout their life cycle.

All suppliers must comply with applicable national environmental laws, regulations and standards. Suppliers are also expected to establish and apply an appropriate environmental management system (e.g. ISO 14001) to minimise environmental impacts and hazards and to improve environmental protection in daily business operations.

### 3.1 Resource efficiency, water and energy consumption

The supplier is required to use and consume natural resources and energy sources in an optimised and efficient, economical manner. Particular attention shall be paid to the implementation of conservation and recycling practices in the supplier's production and performance processes.

### 3.2 Emissions and waste management

The supplier is required to regularly control, minimise and, as far as possible, eliminate emissions of greenhouse gases and/or other pollutants at source or through other appropriate measures.

The supplier is also required to control and treat wastewater and solid waste originating from the supplier's operations, industrial processes and sanitary facilities prior to discharge or disposal. In addition, the supplier is required to implement a waste management strategy that addresses the following objectives in descending order of priority:

(1) prevention, (2) reduction, (3) reuse, (4) recycling, (5) energy recovery, (6) thermal disposal without energy recovery, and (7) landfilling/disposal in a safe and environmentally sound manner.

The supplier is required to design all packaging material to support a circular economy.

### 3.3 Hazardous substances

The supplier identifies potentially hazardous substances in chemical products and articles used in its production processes and ensures that they are handled, transported, stored, recycled and disposed of safely. Safety information is available to educate, train and protect employees from hazardous materials. Employees have access to appropriate personal protective equipment.

### 3.4 Conflict minerals

Conflict minerals (also referred to as '3TG') are tantalum, tin, tungsten, gold and their derivatives. In conflict areas or high-risk countries (such as the Democratic Republic of Congo (DRC) or its adjoining countries), the minerals trade can be used to finance armed groups, fuel forced labour and other human rights abuses, and support corruption and money laundering.

The supplier must take into account that the goods delivered to us must not knowingly contain any conflict minerals, in accordance with EU Regulation EU 2017/821, and that only sustainably produced and traded minerals (in accordance with OECD Due Diligence Guidance) may be used in the production. The supplier must also require this from its sub-suppliers.

### 3.5 CO2 emissions / EU-Carbon Border Adjustment Mechanism (CBAM)

In order for us to be able to assess environmental risks and their impact and report them to the authorities, each supplier must be able to provide us with reliable information on the CO2 emissions of each of its products and services (covered by the EU Carbon Border Adjustment Mechanism).

## 4 ETHICAL BUSINESS CONDUCT

---

We require our suppliers to uphold the highest standards of integrity and to always act honestly and fairly in their business operations and relationships. We believe that doing business fairly and within the law is essential to building trust with customers and other business partners. We require our suppliers to conduct business in the same manner, particularly in the following areas.

### 4.1 Fair business competition

Supplier shall respect and comply with all relevant fair trade, competition and antitrust laws and regulations and shall not engage in anti-competitive discussions or enter into anti-competitive agreements, including illegal price fixing, market sharing, customer allocation or other illegal restrictive practices at any level of production or supply chain. The supplier is therefore required to establish a company or group-wide compliance program for fair competition that is applicable to all associated organizational units of the supplier.

### 4.2 Compliance with Trade and Sanctions Provisions / Due Diligence

We have set up a "due diligence process" in which we carefully analyse all suppliers and also potential (new) suppliers or individuals with regard to economic, legal, tax and financial circumstances. This check is carried out in compliance with data protection regulations and includes

- Compliance screening (sanction list check)
- Trade restrictions set by the competent authorities
- Sanctions imposed on relevant supplies of goods or services to or from the countries or certain third countries
- Economic conditions
- Shareholder structures
- possible links to economic crime such as corruption and tax evasion

All suppliers must be aware of and comply with applicable sanctions. Suppliers may not source goods or services, ship or trans ship goods to sanctioned countries, or even call at a port in those countries.

Suppliers may also not transact business with any person or entity that appears on any list of suspended or restricted parties in connection with applicable sanctions.

### 4.3 Prohibition of corruption and bribery

The supplier shall not directly or indirectly engage in, advocate or condone bribery or corruption of any kind whatsoever. The supplier shall not offer or accept any improper advantage from any third party, whether from the private or public sector, for the purpose of obtaining or retaining business or any form of preferential treatment. An "advantage" in this sense includes not only cash, but also employment opportunities, benefits, travel, facilitation payments, the promise of assumption of debt or unlawful gifts and hospitality.

### 4.4 Anti-Money Laundering

The Supplier shall not engage in any activity which could give rise to supporting money laundering, including but not limited to transacting in cash.

## 4.5 Prevention of facilitation of tax evasion

The Supplier shall not engage in any activity, practice or conduct that would constitute a criminal offence of facilitating tax evasion under the law "Geldwäschegesetz" of the Federal Republic of Germany, the UK Criminal Finances Act 2017 or any other relevant law designed to prevent the facilitation of tax evasion.

## 4.6 Gifts and hospitality

The supplier must not misuse invitations and gifts to influence.

We discourage Suppliers from accepting or giving gifts or hospitality but accepts the occasional modest giving and acceptance of gifts and hospitality may be a legitimate contribution to good business relationships. The Supplier shall have processes in place to record all (and where relevant approve) gifts and hospitality received or offered. The Supplier shall not offer or receive gifts or hospitality that could:

- influence or be perceived as capable of influencing the outcome of transactions or decisions relating to us;
- amount to or cause the recipient or giver to commit a criminal offence; or
- cause offence to others or damage the reputation of Acteon.

## 4.7 Avoidance of conflicts of interest

The supplier acts openly and transparently to demonstrate that it is an honest and reliable partner. In addition, the supplier shall conduct its business in a manner that avoids situations where private, financial or other external interests are in conflict with the employee's professional responsibilities. If an employee of MFC has a personal interest of any kind in the supplier's business or has any business dealings with the supplier, this must be reported to us in writing immediately.

## 4.8 Confidentiality

The supplier shall respect confidential information and intellectual property rights by safeguarding these against misuse, inappropriate use, forgery, theft, fraud and improper disclosure in accordance with the relevant legal provisions and the provisions of the contractual agreements (such as a Non-Disclosure Agreement - NDA) with MFC.

## 4.9 Data protection

If personal data is entrusted to a supplier or if the supplier collects personal data, the supplier must preserve this data and protect it from misuse by taking appropriate measures. When collecting, storing, using, processing or passing on personal data, the relevant data protection laws as well as requirements for this which have been made in the agreements concluded with us must be observed.

## 4.10 Safety measures

The supplier shall establish and monitor security measures to ensure that the introduction of undeclared cargo into outgoing shipments (for example, narcotics, explosives, biohazardous materials, other contraband and/or underdeclared quantities or values) is prevented.