



Code of Conduct

DURUM VERSCHLEISS-SCHUTZ GMBH

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CODE OF CONDUCT

Code of Conduct of DURUM Verschleißschutz GmbH

DURUM Verschleißschutz GmbH, Carl-Friedrich-Benz-Str. 7, 47877 Willich, Germany

Preamble

DURUM Verschleißschutz GmbH (hereinafter “**DURUM**” or “**we**”) develops, manufactures, and sells wear-protection products based on hard alloys. For our products we source metallic raw materials through international supply chains; part of these materials comes from recycling.

This position in the raw-materials value chain entails responsibility toward our employees, our customers and suppliers, the environment, and the people in the mining and processing regions of our raw materials. This Code of Conduct sets out the principles by which we act, and at the same time states what we expect of our business partners.

We are in particular committed to the following foundations:

- the Universal Declaration of Human Rights of the United Nations,
- the United Nations Guiding Principles on Business and Human Rights,
- the core labor standards of the International Labour Organization (ILO),
- the OECD Guidelines for Multinational Enterprises,
- the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (hereinafter the “OECD Due Diligence Guidance for Responsible Mineral Supply Chains”), and
- Regulation (EU) 2017/821 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas (the “EU Conflict Minerals Regulation”).

Risks comparable to those associated with the metals covered by that Regulation may also exist for other raw materials that we source, in particular cobalt, nickel, and copper. We therefore apply the principles of section 4 to our raw-material sourcing as a whole and provide information on origin, where possible, in a reporting format customary in the market, such as the Conflict Minerals Reporting Template (CMRT) or the Extended Minerals Reporting Template (EMRT) of the Responsible Minerals Initiative (section 4.4).

1. Scope and Binding Effect

- 1.1 This Code applies to all DURUM employees, including the management and executives, as well as to temporary agency workers and other persons working for or on behalf of DURUM.

- 1.2** We expect our suppliers, service providers, and other business partners (together, “**business partners**”) to comply with the principles of this Code and to pass them on appropriately within their own supply chains (section 12). These expectations become legally binding through a separate contractual agreement, in particular through our purchasing and contract terms. Those terms also govern the relationship between this Code and the individual contractual arrangements.
- 1.3** Applicable law takes precedence over this Code. Where this Code sets stricter standards than the applicable law, we observe the stricter standards. Where mandatory local law conflicts with individual principles, we seek ways to honor those principles as far as legally possible.

2. Law and Compliance

We comply with the laws and official requirements applicable to our business activities, in Germany and abroad. All employees are obliged to know and apply the rules relevant to their area of responsibility. Executives bear a particular responsibility. They lead by example, inform their teams, and tolerate no violations. We expect the same of our business partners. They comply with the laws, official requirements, and relevant technical standards applicable to them.

3. Human Rights and Working Conditions

We respect the internationally recognized human rights and work toward their observance in our supply chains. Even without our own statutory obligation, we orient ourselves by the standards of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG) and monitor the development of European supply-chain law (Directive (EU) 2024/1760, CSDDD, as amended from time to time) in order to develop this Code further in good time.

In detail, the following applies to us, and we also expect it of our business partners:

3.1 No child labor

We do not employ children and do not tolerate child labor. The minimum-age limits of the ILO conventions apply; the worst forms of child labor are prohibited without exception.

3.2 No forced labor

We tolerate no forced or compulsory labor, debt bondage, human trafficking, or other forms of modern slavery. Employment is voluntary; identity documents are not retained. We take care that our products are not manufactured using forced labor, and we will observe Regulation (EU) 2024/3015 on prohibiting products made with forced labor on the Union market from the date it applies.

3.3 No discrimination

We treat all people equally, regardless in particular of origin, skin color, gender, religion or belief, disability, age, or sexual identity. For the same and equivalent work, we grant equal pay regardless of gender. We do not tolerate harassment or bullying.

3.4 Freedom of association

We respect the right of employees to organize, to form employee representative bodies, and to bargain collectively.

3.5 Occupational health and safety

We provide safe and healthy working conditions in accordance with applicable occupational-safety law, with particular attention to the hazards typical of metal-processing production (heat, dust, noise, and heavy loads). We train our employees regularly and provide suitable protective equipment.

3.6 Fair remuneration and working hours

We pay at least the remuneration prescribed by law or collective agreement and grant adequate remuneration within the meaning of supply-chain due diligence. We do not make wage deductions that are not permitted by law, in particular as a disciplinary measure. We comply with the applicable working-time rules.

3.7 Employment conditions

We provide our employees with comprehensible information about the essential working conditions, in particular about their rights and duties, working hours, and remuneration and its calculation. We respect the right of employees to terminate their employment relationship subject to the applicable notice period.

3.8 Land rights and use of security forces

In our supply chains we tolerate neither the unlawful deprivation of land and livelihoods nor the use of security forces that leads to harm to life, limb, or liberty.

4. Responsible Raw-Material Sourcing

The following principles apply to our raw-material sourcing as a whole, and in particular to raw materials that may originate from conflict-affected or high-risk areas.

4.1 What this is about

The extraction of and trade in raw materials may, in conflict-affected and high-risk areas within the meaning of Article 2(f) of Regulation (EU) 2017/821, contribute to the financing of armed groups, to forced labor, and to serious human-rights violations. For tin, tantalum, tungsten, and gold, and their ores (conflict minerals, 3TG), that Regulation provides for specific due-diligence obligations. Comparable risks may exist for other raw materials, such as cobalt, nickel, and copper, that we source for our products, supplies, or packaging. We therefore apply the principles of this section to our raw-material sourcing as a whole.

4.2 Our commitment

To the extent that we are a Union importer within the meaning of Article 2(l) of Regulation (EU) 2017/821, we fulfill the due-diligence obligations of Articles 4 to 7 of that Regulation as well as the cooperation and

information duties under the German implementing act (MinRohSorgG). Independently of this, we orient ourselves by the OECD Due Diligence Guidance for Responsible Mineral Supply Chains in our raw-material sourcing. We do not source raw materials that we know or ought to know contribute to the financing of armed groups or to serious human-rights violations.

4.3 Our approach

In doing so, we orient ourselves by the five-step framework of the OECD Due Diligence Guidance for Responsible Mineral Supply Chains:

4.3.1 Responsibility and documentation

We anchor our raw-material sourcing principles in this Code and in our internal processes, and we designate a responsible function. We document the information our suppliers give us about origin and sourcing route and have it confirmed to us. For each delivery we record the supplier, the material designation, the sourcing route, and the quantity; the allocation follows from our order, customs, and batch records. We retain these records for at least five years. For recycled material, tracing back to the original origin is regularly not possible and is also not required under Regulation (EU) 2017/821; to that extent we document the recycled character and the supply route.

4.3.2 Risk identification

To the extent that our suppliers provide us with information about smelters, refiners, and countries of origin and transit, we compare that information annually against the indicative list of conflict-affected and high-risk areas (CAHRA) provided by the European Commission. We expect our suppliers to give complete and truthful information, and as part of our supplier dialogue we check their information annually for plausibility. Where it has been compiled to the best of their knowledge, we have no reason to doubt it, and we do not verify it further as long as there are no concrete indications within the meaning of section 4.7. As a downstream company in the supply chain, we have neither influence over nor control of the selection and operation of the smelters and refiners.

4.3.3 Risk management

We assess identified risks, define remedial measures, and report to the management. Whether we adjust sources of supply depends on whether equivalent alternatives are available; where a raw material is available from only one source, we work toward improvement.

4.3.4 Audit

Where smelters or refiners in our supply chain are validated under recognized audit programs, we take that into account. We have our own due-diligence processes audited by independent third parties where this is legally required (Article 6 of Regulation (EU) 2017/821).

4.3.5 Reporting

We provide information about our due-diligence measures on our website and keep that information up to date. We provide the prescribed information to authorities and customers (Article 7 of Regulation (EU) 2017/821).

4.4 Sources of supply and information

When selecting sources of supply, we take into account, to the extent that corresponding information is available to us, whether the smelters and refiners are validated under recognized programs. Where a smelter or refiner is not yet validated, we do not regard it as risk-bearing for that reason alone; what matters are the concrete indications. Reporting formats also continue to list smelters that have ceased operations, because stocks remain in the supply chain over longer periods. We answer customer inquiries about origin on the basis of the information available to us and, where possible, in a reporting format customary in the market, such as the CMRT or the EMRT. We support customers who are subject to their own disclosure obligations with the information available to us.

4.5 Recycled material

For part of the metals we use, we source recycled material. Under Article 1(6), Regulation (EU) 2017/821 does not apply to recycled metals, except for the reporting obligation under Article 7(4) thereof. We document the recycled character of our secondary raw materials in a comprehensible manner and do not misrepresent material as recycled material.

4.6 Expectations of our suppliers

From suppliers who deliver raw materials, supplies, or input materials to us, we expect, within the bounds of what is possible and reasonable for them, in particular that they

- name to us on request the smelters and refiners known to them in their supply chain,
- provide the origin information available to them and, for recycled material, evidence of its recycled character,
- provide information in a customary reporting format, such as the CMRT or the EMRT,
- maintain their own due-diligence processes, appropriate to their position in the supply chain,
- inform us without delay where there are indications of sourcing from conflict-affected sources, and
- work toward passing these requirements on to their own upstream suppliers.

4.7 Red lines

Where there are concrete indications that material contributes to the financing of armed groups or to serious human-rights violations, we suspend sourcing from the affected source until the indications have been dispelled. If a supplier permanently refuses to cooperate in the investigation, or if violations are not remedied, we may terminate the business relationship (section 12.4).

In our raw-material supply chain we tolerate neither torture nor cruel, inhuman, or degrading treatment, nor war crimes, crimes against humanity, or other serious violations of international humanitarian law. We do not support non-state armed groups, whether directly or indirectly, in particular not by sourcing from groups that unlawfully control mine sites or that unlawfully levy charges at mine sites, along transport routes, or on traders. The same applies to public and private security forces.

We neither offer nor grant bribes in order to disguise the origin of raw materials or to misrepresent taxes, duties, or fees, and we work toward ensuring that the taxes, duties, and fees attributable to extraction, trade, and export are paid to the competent governments. These principles correspond to the model supply chain policy in Annex II to the OECD Due Diligence Guidance for Responsible Mineral Supply Chains.

5. Environment, Climate, and Circular Economy

We comply with applicable environmental law, including the relevant chemicals law (in particular REACH), and orient ourselves by the environmental obligations as also taken up by the LkSG (for example the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes).

We use energy, water, and raw materials sparingly, avoid and recover waste before its disposal, and continue to develop our processes in order to reduce emissions. We regard our use of recycled material as a contribution to the circular economy and to reducing dependence on primary raw materials from high-risk areas. We tolerate neither harmful soil or water changes, air pollution, nor excessive water consumption, in each case insofar as they impair livelihoods, neither in our own operations nor in our supply chains.

6. Export Control, Sanctions, and Customs

We observe the import and export restrictions, embargoes, and other restrictive measures of the European Union and the Federal Republic of Germany, as well as, to the extent applicable to us, those of further jurisdictions, including the European export-control law for dual-use items (Regulation (EU) 2021/821) and the Foreign Trade and Payments Act (AWG) together with the Foreign Trade and Payments Ordinance (AWV). We screen business partners against the relevant sanctions lists. Our customs declarations are correct and complete, in particular as to classification, origin, and customs value. We do not circumvent trade or supply restrictions, including through third parties or circumvention structures.

7. Anti-Corruption, Conflicts of Interest, and Anti-Money-Laundering

7.1 No corruption

We do not offer, promise, grant, demand, or accept improper advantages, whether in relation to public officials or in commercial dealings (Sections 299 and 331 et seq. of the German Criminal Code and corresponding foreign criminal provisions). This also applies to the involvement of third parties.

7.2 Gifts and invitations

Benefits to or from business partners are permissible only if they are socially appropriate, transparent, and free of any intent to influence. Benefits to public officials are not granted.

7.3 Donations and sponsoring

We make donations and provide sponsoring only openly, in a verifiably documented manner, and not as consideration for business advantages. Benefits to public officials or political bodies are not granted unless expressly permitted.

7.4 Conflicts of interest

We separate private interests from company interests. Employees disclose possible conflicts of interest before they take decisions.

7.5 Anti-money-laundering

We process payments only through traceable channels, examine the background of unusual payment arrangements, and observe the applicable rules for preventing money laundering and the financing of terrorism.

8. Fair Competition

We are committed to fair and undistorted competition. We do not enter into anti-competitive agreements and do not coordinate our market conduct with competitors (Article 101 TFEU, Section 1 of the German Act against Restraints of Competition). We do not exchange competitively sensitive information, not even informally, for example at trade fairs or in associations. We would not abuse a dominant market position.

9. Data Protection, Trade Secrets, and Intellectual Property

We process personal data in accordance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). We protect trade secrets, our own as well as those of our business partners, through appropriate technical and organizational measures and use them only within the scope of the contractual arrangements. We respect intellectual property, in particular trademarks, patents, and copyrights, and do not infringe it. We secure our IT systems against unauthorized access, and we treat confidential information in accordance with its need for protection.

10. Product Responsibility

We stand for the quality and safety of our products. Our wear-protection products conform to the contractual agreements and to the relevant legal requirements for product safety and product conformity. We provide our customers with appropriate information about the safe use of our products and about material requirements, to the extent necessary.

In marketing and sales, we comply with the legal requirements for fair business, marketing, and advertising practices, and we do not advertise in a misleading manner.

11. Reports, Reporting Channels, and Contact

We operate an internal reporting office in accordance with Sections 12 et seq. of the German Whistleblower Protection Act (Hinweisgeberschutzgesetz, HinSchG). Reports of legal violations and of violations of this Code may be submitted there by email at hinweisgeber@durum.de.

The reporting channel is also open to business partners and other third parties, in particular for reports of risks in our raw-material supply chains. We treat reports confidentially, protect the identity of reporting persons in accordance with the HinSchG, and tolerate no reprisals against persons who report in good faith. We follow up on every report.

We receive questions about this Code and about our raw-material sourcing, information requests from our customers and business partners, and notices from our suppliers on compliance and supply-chain due diligence under our General Terms and Conditions of Purchase at compliance@durum.de.

12. Implementation in the Supply Chain

12.1 Passing on

Our business partners work appropriately toward passing on the principles of this Code, or equivalent standards of their own, to their upstream suppliers, to the extent that the latter's contributions flow into our products or supply chain.

12.2 Evidence

On request, business partners demonstrate compliance with the principles of this Code by means of suitable information and documents, such as self-declarations, recognized certificates, or reporting formats (for raw materials: section 4.6).

12.3 Verification

We may verify compliance with this Code at our business partners, or have it verified by commissioned third parties. Verifications take place upon reasonable prior notice, during usual business hours, to the extent necessary, and with due regard to trade secrets and data protection. Where there are concrete indications of a violation, a verification may also take place unannounced. The details, including the allocation of costs, are governed by the respective contracts.

12.4 Consequences of violations

If a business partner violates the principles of this Code, we first seek remediation. At our request, the business partner submits, within a reasonable period, a plan to end or minimize the violation and implements it. In the case of serious violations, or where remediation is refused or fails to materialize, we may temporarily suspend the business relationship or, as a last resort, terminate it. Statutory and contractual rights remain unaffected.

12.5 No shifting of responsibility

We discharge the responsibility for our own due diligence ourselves. We do not demand the impossible of business partners, but cooperation within the bounds of what is reasonable and of their position in the supply chain.

13. Implementation, Violations, and Further Development

13.1 Responsibility

The management bears overall responsibility for this Code and for compliance and supply-chain due diligence. It monitors the fulfillment of our raw-material supply-chain due diligence. It may delegate individual tasks to designated functions.

13.2 Training

We familiarize all employees with this Code, new employees on joining and all others at regular intervals. We train employees with purchasing, sales, or compliance duties in greater depth.

13.3 Violations by employees

Violations of this Code are investigated and may have consequences under employment law. Anyone who reports in good faith or cooperates in an investigation need not fear any disadvantage.

13.4 Review and updating

We review this Code regularly, at least every twelve months and on the occasion of material changes in the law, and update it.

13.5 Publication and language versions

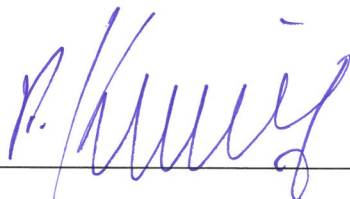
This Code is published on our website. The German version is authoritative. In the event of any discrepancy between the German and the English version, the German version prevails.

13.6 Entry into force

This Code enters into force on 14th September 2026.

Willich, 14th September 2026

DURUM Verschleißschutz GmbH



The Management