



**Code of
Conduct for
Business
Partners of the
Acerinox Group**





Index

| | |
|--|----------|
| Introduction | 2 |
| Duties | 2 |
| Commitments | 6 |
| Non-compliance with the Code of Conduct | 7 |
| Acceptance by the Business Partner | 7 |



Introduction

This Code of Conduct defines the principles and demands of Acerinox to its suppliers of goods and services, as well as to intermediaries, advisors and other business partners. The principles and demands are based on the Acerinox Code of Conduct and Good Practices¹, on the Acerinox Group's General Contracting Conditions, on the General Purchasing Policy and on the rest of the Group's Corporate Policies², and are aligned with the 10 principles of the United Nations Global Compact and the UN Sustainable Development Goals.

This Code is structured in two distinct elements:

- Duties, which imply an explicit and unconditional obligation that must be fulfilled to maintain the commercial relationship between the parties, and
- Commitments, which condition the Business Partner for their implementation, if they are not currently met, if in the future the Partner wants to maintain its commercial relationship with Acerinox.

Acceptance of the Duties and Commitments constitute a sine qua non requirement to maintain business relations with Acerinox. For this reason, the Company reserves the right to request the necessary information from its Business Partners, in the most appropriate manner, for the purpose of verifying compliance with the provisions and commitments set out in this Code of Conduct.

Duties

Legal Compliance

The Business Partner affirms and acknowledges that it:

- » Knows the laws of the relevant legal systems that apply to all its businesses and has monitoring and evaluation mechanisms that guarantee effective compliance with the applicable legal requirements.
- » Considers and assumes the applicable legal requirements as a minimum standard.
- » Keeps Acerinox informed of any relevant problems with the goods and services they provide, especially those related to health and safety, the environment, or professional ethics.

Respect and integrity

The Business Partner observes and respects the internationally recognised human rights set forth in the "International Bill of Human Rights" and the principles related to the rights included in the eight Fundamental Conventions of the International Labour Organization³.

Particularly, the Business Partner:

- » Guarantees the non-existence of any form of child labour. Complies with all international, national, and local laws, regulations, and statements regarding the minimum working age.

¹ The Acerinox Group has a Code of Conduct and Good Practices, approved by the Board of Directors on 25 October 2016, which contains rules and criteria for action in professional matters that are mandatory for all employees and administrators of the Group and in all activities.

² Sustainability Policy, Occupational Health and Safety Policy, Sustainable Production and Marketing Policy, Equality, Diversity and Inclusion Policy, Human Rights Policy, Responsible Purchasing Policy, Climate Change Policy, Diversity and Selection Policy, Policy of Corporate Responsibility of Acerinox and its group of companies

³ The eight ILO Core Conventions include: Freedom of Association and Protection of the Right to Organize Convention (1948), Right to Organize and Collective Bargaining Convention (1949), Forced Labor Convention (1930), Abolition of Forced Labor (1957), Minimum Age Convention (1973), Worst Forms of Child Labor Convention (1999), Equal Remuneration Convention (1951), Discrimination Convention (1958).



- » Under no circumstances uses or benefits from any form of forced or compulsory labour in accordance with the ILO Conventions on forced labour⁴ or the abolition of forced labour^{5 6}.
- » Guarantees its employees' freedom of association, the right of association and the right to collective bargaining, as set forth in applicable international declarations, laws and regulations.
- » All employment relationships are established in accordance with the provisions of national laws and practices. The work is voluntary, and workers are free to terminate their contract whenever they consider it appropriate, with the only time limitation of prior notice if required by law.
- » Treats all employees with dignity and respect, refraining from any offensive or discriminatory conduct on the basis of race, religious, political, or trade union beliefs, language, nationality, social origin, marital status, sex, age, or disability.
- » Ensures that working conditions and the work environment (including but not limited to wages, working hours, maternity protection, promotion of safe alcohol and drug-free working environment, etc.) are consistent with and meet applicable international labour standards.
- » Obligations to employees subject to labour or social security legislation and regulations arising from normal employment relationships are not circumvented through the use of subcontracts, internship programs, or any other means where there is no intention to impart skills or provide employment. In the case of employment through third-party employment agencies, ensures compliance with the ILO Convention on private employment agencies.⁷

Ethical business and measures against bribery and corruption

The Business Partner maintains at all times an ethical behaviour that allows it to establish legitimate and productive relationships with its own suppliers and companies with which it has a contractual relationship. In no case, free competition is restricted nor violates national or international competition regulations.

In particular, the Business Partner:

- » Forbids any form of active corruption (offering and granting benefits or advantages) and passive corruption (demanding or accepting benefits or advantages) or agreeing thereto. More specifically:
 - Offering to an authority or public official a gift or gratuity of any kind (including non-financial) in view of his/her position.
 - Offering or accepting to/from an authority or public official a gift of any kind (including non-financial) to carry out an act contrary to the exercise of his/her position, or to perform, fail to perform, or delay unfairly an act pertaining to his/her position.
 - Influencing an authority or public official by taking advantage of a position, or any personal or hierarchical relationship with that or another authority or official to obtain a resolution that may directly or indirectly generate an economic benefit for him/her or a third party.
 - Accepting or asking for something from a private individual in exchange for influence peddling.
 - Delivering donations or contributions destined to a political party directly or through an interposed person, in violation of the applicable regulations.
 - Having an active authority or public official as an employee.

⁴ C029 - The Forced Labour Convention, 1930 (núm. 29)

⁵ C105 - Abolition of Forced Labour Convention, 1957 (núm. 105)

⁶ The term "forced labor" refers to any form of indentured servitude, such as confinement or threats of violence as a method of discipline or control, the withholding of employees' identification, passports, work permits or deposits as a condition of employment.

⁷ C181 - Private Employment Agencies Convention (núm. 181)



- Giving or accepting gifts, hospitality, payments in cash or equivalent, or any other unjustified and/or excessive benefit to/from customers or potential customers, or suppliers or potential suppliers that is not in line with the Acerinox Gifts and Entertainment Guidelines.
- » Will avoid and manage, where appropriate, any conflict of interest with its collaborators that could negatively affect Acerinox.
- » Is not affected by international trade sanctions and other restrictions that may be applicable to its activity with Acerinox. This declaration extends to its shareholders holding more than 25% of its capital, related companies, administrators, proxies, managers and employees.
- » Declares that it is the owner of the materials, services, software, methodologies, manuals, applications, and technological advantages that are part of the goods or services to be sold to Acerinox, or that it has the right to use, distribute and assign them, and that they do not infringe, or in any other way imply the violation of, a patent, copyright, trademark, design right or other intellectual or industrial property or know-how of any third party.
- » Has all the authorisations or permits required by any competent authority with respect to the good or service it intends to sell.
- » Does not enter into agreements or practices with competitors on commercial matters that determine or influence competitive behaviour (e.g., pricing or allocation of markets or customers). Nor does it exchange information on confidential matters such as prices, terms of sale, costs, workloads, inventories, etc.
- » Complies with the relevant legal provisions relating to the prevention of money laundering and does not actively or passively engage in money laundering activities.
- » All products and services supplied by the Business Partner meet the safety and quality standards required by the applicable law. By conducting business with or on behalf of Acerinox, the Business Partner guarantees compliance with the additional quality requirements established by the Acerinox Group.
- » Acerinox does not intentionally source any 3TG minerals from a conflict or high-risk area (a "CAHRA"), unless they are processed by smelters and refineries that are verified or in the process of being verified as "conflict-free" or "compliant" or the equivalent designation by an independent third party (collectively referred to as "conflict-free").⁸
- For these types of matters, Business Partners guarantee that they have policies and procedures in place to support their due diligence and our expectation to supply in a responsible manner, in accordance with the above condition. In this regard, the Business Partner will submit to Acerinox the necessary information that guarantees these assumptions and allows Acerinox to carry out its due diligence.
- » Has systems in place that allow the action of complaining, reporting or managing anonymously. Appoints a recognised manager who continuously monitors the grievance mechanism, keeps records of any issues that have arisen and takes appropriate action in a confidential manner.
- » Guarantees at all times the right to the protection of personal data of its employees and the people who make up its stakeholders, protecting and making appropriate use thereof and respecting, in all cases, the applicable legislation in this connection. More specifically:
- The Business Partner safeguards all types of information concerning Acerinox, as well as intellectual property in an appropriate manner. It ensures, in particular, that confidential information is kept secret.

⁸ In this Code, the term "conflict minerals" has the meaning set forth in the U.S. Conflict Minerals Act and the EU Conflict Minerals Regulations (collectively, the "Regulations"). As established in the Regulations, "conflict minerals" include tin, tantalum, tungsten, and gold generally and as set forth in the more detailed list of minerals and metals under the EU Conflict Minerals Regulations (collectively, the "3TG").



- Any processing of personal data of Acerinox employees, customers and business partners (such as collection, use and storage) is carried out in accordance with applicable personal data protection regulations.
- » Has the necessary information security measures in place to ensure that both digital and documentary information is adequately protected according to its security risk level.

Conflict Minerals

If requested by Acerinox, Business Partners will determine whether any of the products supplied contain tin, tantalum, tungsten, gold or any other material classified as a "conflict mineral" under the rules of the U.S. Securities and Exchange Commission. Business Partners will also take any necessary action and provide this additional information in the format requested by Acerinox as may be necessary to ensure compliance with all laws, rules and regulations relating to conflict minerals.

Our due diligence efforts and processes comply with the relevant sections of the internationally recognised Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals in Conflict-Affected or High-Risk Areas.

In accordance with the above and the Regulations, we request our Business Partners to conduct due diligence of their supply chains to determine the location of origin of 3TG minerals and whether the smelter or refinery is considered conflict-free. This request is supported by the Acerinox Supplier Code of Conduct and Purchasing Conditions, which require our suppliers to conduct their own due diligence, at our request, and provide written documentation on the origin of the 3TG minerals in their products. In addition, suppliers are expected to maintain policies and procedures that support their due diligence and our expectation that suppliers source responsibly.

If products purchased by Acerinox are found to contain 3TG minerals from CAHRAs processed by facilities that are not conflict-free or in the process of becoming conflict-free, steps will be taken in conjunction with the supplier to change the supply chain of products containing 3TG minerals to conflict-free suppliers or to influence the smelter or refinery to be conflict-free. We do not seek to ban 3TG minerals from CAHRAs (as this could be detrimental to the legitimate populations and economies of those areas). We, therefore, encourage our Business Partners to continue to support conflict-free smelters and refiners and to take similar steps with their supply chains.

Safety and environmental protection

The Business Partner:

- » Assumes responsibility for the health and safety of its employees, establishing the necessary means to ensure this at all times, under all circumstances, and in all locations. It also proactively promotes the physical, mental, and social well-being of its employees, providing a healthy and safe working environment.
- » Is committed to minimising negative environmental impacts, in accordance with the legislation in force in each country where it operates.
- » Keeps hazardous substances, chemicals and materials identified and ensures their safe handling, movement, storage, use and disposal. All applicable laws and regulations related to hazardous substances, chemicals and materials are strictly followed.
- » Complies with material restrictions and product safety requirements set forth in the applicable laws and regulations. In addition, ensures that key employees are aware of and trained in product safety practices.
- » Is prepared for emergency situations. This includes the availability of evacuation and worker notification procedures, emergency drills and training, adequate first aid supplies, appropriate fire detection, and extinguishing equipment, and adequate emergency exits. Keeps employees regularly trained and qualified in emergency planning, response capabilities, and medical assistance.
- » Ensures compliance with internationally recognised standards for environmental protection. Establishes the necessary mechanisms to minimise risk to people and the environment, minimise environmental impacts, and promote responsible use of resources. When the activities are conducted in Acerinox facilities, the Business Partner guarantees that its representatives, employees, and subcontractors know and comply with the Health, Safety, and Environmental standards and requirements of our Company that are applicable to them.



Commitments

The Business Partner commits to:

- » Establishing documented methods that consider the identification of legal requirements related to the **Duties** of this Code, applicable to its products, services and facilities.
- » Conducting periodic documented assessments of compliance with applicable requirements, keeping records of the results up to date.
- » Establishing a policy that promotes inclusion, equality and diversity, and implementing mechanisms to ensure compliance.
- » Having its own Code of Ethics or Code of Conduct and a system for verifying compliance therewith that is appropriate for the nature of its products, services and facilities.
- » Maintaining an updated Policy requiring adherence to ethical business practices, which adopts the principles of this Code.
- » Maintaining a Safety and Environmental Management System in place, appropriate for the nature of its products, services and facilities, including:
 - The immediate communication to the personnel responsible of the Acerinox Group of any incident that affects or could affect the health and safety of people, the environment or facilities and properties.
 - The collection and evaluation of adequate and timely information regarding the impact of its activities on the environment, health and safety.
 - The setting of quantifiable objectives related to the improvement of environmental, health and safety performance.
 - Regular monitoring and control of progress in meeting health, safety and environmental objectives, performance and evaluation of compliance with legal requirements.
 - For basic raw materials and service companies with a regular presence at the facilities, the certification of the Management System under ISO 14001 and ISO 45001 or equivalent standards by a recognised Accredited Entity will be an additional condition.
- » Having mechanisms for calculating greenhouse gas (GHG) emissions from its activities, products and services and to have updated information on the calculation of its organisation's carbon footprint.

Non-compliance with the Code of Conduct

The Business Partner accepts and acknowledges as contractual terms the **Duties and Commitments** included in this Code. Non-compliance with the contents of this Code may entail different consequences in the contractual relationship with Acerinox.

Depending on the seriousness of the breach, these may range from a mere warning to going as far as disqualification as a Business Partner of the Acerinox Group, without prejudice to other legal or administrative actions that may be applicable.

Acerinox reserves the right to cancel or suspend the commercial relationship (contract) with the Business Partner in the case of serious or repeated non-compliance with the **Duties and Commitments** of this Code, without the need for compensation in any way.

Acceptance by the Business Partner

The Business Partner signs, with a signature recognised by an authorised person in charge, the acceptance and fulfilment of the **Duties and commits** to establishing the necessary means to satisfy the Commitments included in this Code, keeping Acerinox informed of the status and progress in their application. Specifically, the Business Partner guarantees its:



The continuous respect of the **Duties** of this Code, while maintaining its status as a Business Partner of Acerinox, according to a development-oriented approach and without modifications or derogations.

The provision of information and active participation in activities to verify compliance with the provisions of this Code. Specifically, it authorises Acerinox or any organisation acting on its behalf to conduct audits with or without prior notice at its facilities at any time, to verify compliance with the contents of the Code.

To implement corrective actions, if necessary, resulting from any verification activity carried out by Acerinox in its organisation.

Communicate to Acerinox, as soon as possible, any relevant information regarding possible non-compliance with the requirements established in this Code and more specifically, about any relevant problem related to the goods and services they provide, especially those related to health and safety, the environment or professional ethics.

Inform all employees / subcontractors performing activities for Acerinox about the content of this Code and ensure that they comply with the provisions included therein.

When required, provide and keep updated, in the form established, a Plan aimed at responding to the **Commitments** included in this Code, which includes, at least, the actions, means and planning.

Acerinox makes available to its business partners a channel through which they can communicate any fact that may be contrary to the provisions of this Code, including those cases constituting fraud and even criminal offences. This channel is also the channel used to send any queries that may arise in relation to compliance with the Code.

The channel is available through the following media

<https://www.acerinox.com/en/gobierno-corporativo/Ethics-and-Transparency/Complaints-Channel/>

By sending an e-mail to: comitededenuncias@acerinox.com

By mail to the head office in Madrid (Complaints Committee, Acerinox S.A., Santiago de Compostela 100, 28035 Madrid, Spain).