



Agreement for the purpose of the Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz – LkSG)

dated 18. December 2023

between

AMAZONEN-WERKE H. Dreyer SE & Co. KG
Am Amazonenwerk 9-13, 49205 Hasbergen-Gaste
and all affiliated companies of AMAZONEN-WERKE H. DREYER SE & Co. KG
within the meaning of Section 15 AktG

- subsequently „AMAZONE“ –

and

[Contractual Partner]

- subsequently „Supplier“ –

Preamble

Since January 1st, 2024, AMAZONE, as an obligated party under the Act on Corporate Due Diligence Obligations in Supply Chains (*Lieferkettensorgfaltspflichtengesetz, LkSG*), must obtain contractual assurances from its direct suppliers that they also comply with the human rights and environmental expectations required by AMAZONE in accordance with the LkSG and address them appropriately along their supply chain. Against this background, the contracting parties conclude the following Agreement.

1. Introduction

- 1.1 The Parties are committed to respecting human rights and to sustainable environmental protection. In connection with the business relationship, the Parties undertake to comply with the relevant statutory provisions, in particular antitrust and labor law regulations, as well as anti-corruption and money laundering laws.
- 1.2 The Supplier undertakes in its own business area to adequately comply with the human rights and environmental obligations relevant in the LkSG and to prevent risks in this regard. The relevant human rights and environmental obligations of the LkSG include in particular:



- Prohibition of child labor
- Prohibition of slave and forced labor
- Prohibition of non-compliance with applicable occupational health and safety regulations
- Prohibition of disregarding the freedom of association
- Prohibition of discrimination
- Prohibition of withholding the minimum wage
- Prohibition of health hazards and environmental changes
- Prohibition of forced eviction
- Ban on the abuse of security services
- Ban on mercury
- Ban on persistent organic pollutants
- Ban on illegal waste treatment

1.3 The Supplier further undertakes to appropriately address the human rights and environmental obligations relevant to the LkSG along its supply chain and to oblige its presuppliers (indirect suppliers of AMAZONE) to comply with them within the scope of their legal and actual possibilities. The Supplier undertakes to regularly check compliance with the obligations by its presuppliers (indirect suppliers of AMAZONE) to an appropriate extent and to demand compliance if necessary.

2. Requirements for Suppliers

2.1 AMAZONE shall inform the Supplier of the existing complaints procedure within the meaning of Section 8 LkSG. The Supplier shall inform its employees and its presuppliers (indirect suppliers of AMAZONE) about AMAZONE's complaints procedure and ensure unhindered access to this complaints procedure. The Supplier shall refrain from any actions that hinder or impede access to this procedure.

2.2 The Supplier undertakes to provide AMAZONE on request with the necessary documents and information, which are necessary for AMAZONE to comply with the regulatory requirements of the LkSG, in particular for risk analysis. This includes, in particular, risk self-assessments by the Supplier.

2.3 In the event of an initial suspicion of a violation of the human rights and environmental regulations of the LkSG by the Supplier or its presuppliers (indirect suppliers of AMAZONE), AMAZONE shall be entitled to verify violations by means of on-site inspections at the Supplier's premises during normal business hours, either independently or by a third party commissioned by AMAZONE. The Supplier shall ensure the control measures by providing relevant information and documents and supporting AMAZONE and the commissioned third parties to a reasonable extent. The Supplier shall also agree corresponding inspection rights with its presuppliers (indirect suppliers of AMAZONE).

2.4 The Supplier shall inform AMAZONE immediately and, if necessary, regularly of violations of human rights or environmental requirements of the LkSG in its own business area or at its presuppliers (indirect suppliers of AMAZONE) via the reporting system set up by AMAZONE.



2.5 In the event of a violation of human rights or environmental requirements of the LkSG, the Supplier is obliged to take appropriate measures to end the violation immediately. If the Supplier is not able to end the violation promptly, it shall provide AMAZONE with a concept for ending the violation in accordance with the LkSG and implement it. AMAZONE is entitled to suspend rights and obligations arising from the business relationship during this period. In the event of a repeated or continuing breach by the Supplier or its presupplier (indirect supplier of AMAZONE), AMAZONE is entitled to terminate the existing business relationship and contractual obligations thereunder extraordinary without notice.

3. Final Provisions

3.1 The Parties agree that the law of the Federal Republic of Germany shall apply.

3.2 The exclusive place of jurisdiction is 49074 Osnabrück, Deutschland.

3.3 Should a provision of this agreement be or become invalid, or should the Agreement not contain a necessary provision, this shall not affect the validity of the remaining provisions of this Agreement. In place of the invalid provision or to fill the regulatory gap, a legally permissible provision shall be deemed to have been agreed which corresponds as closely as possible to what the Parties intended or would have intended according to the meaning and purpose of this Agreement if they had recognized the invalidity of the provision in question or the regulatory gap.

Hasbergen, 18.12.2023

(Place) (Date)

(Place)

(Date)

For AMAZONE:

For the Supplier:

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(....)

Ludger Braunsmann

Dr. Rainer Resch

(Printed Name)