

Standard Terms & Conditions of Purchase

ATTACHMENT D

STANDARD TERMS AND CONDITIONS OF PURCHASE

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Corporate Due Diligence Obligations

The following provisions regarding corporate due diligence obligations are incorporated into KGS' Standard Terms & Conditions of Purchase which may be found at <https://www.kiddeglobalsolutions.com> (the "Terms"). All capitalized terms used in this policy but not defined shall have the same meaning given to them in the Terms.

KGS recognizes that different countries have established laws requiring certain due diligence, disclosure and other actions to ensure the protection of certain fundamental human rights and the environment including, without limitation, the German Act on Corporate Due Diligence Obligations in Supply Chains (*Lieferkettensorgfaltspflichtengesetz*). Those laws are referenced in this Attachment D along with those provisions each specific law requires be made part of the Seller's applicable contract with KGS as a supplier to KGS.

A. German Act on Corporate Due Diligence Obligations in Supply Chains (*Lieferkettensorgfaltspflichtengesetz*)

To the extent the Act on Corporate Due Diligence Obligations in Supply Chains applies to KGS and/or Seller as its supplier, the following provisions are incorporated into KGS' Standard Terms & Conditions of Purchase which may be found at <https://www.kiddeglobalsolutions.com> (the "Terms"). All capitalized terms used in this policy but not defined shall have the same meaning given to them in the Terms. This Attachment does not affect Seller's obligations under the Terms, in particular under Section 17 (Code of Conduct) or Section 20 (Compliance) but stipulates additional obligations for Seller.

1. HUMAN RIGHTS INSTRUMENTS

Seller commits itself to respect and observe and make best efforts to have its direct suppliers respect and observe the rights and fundamental principles articulated and protected by the following human rights instruments (the "**Human Rights Instruments**") as listed in the Annex to section 2 (1), section 7 (3) sentence 2 to the Act on Corporate Due Diligence Obligations in Supply Chains (available at <https://www.csr-in-deutschland.de/SharedDocs/Downloads/EN/act-corporate-due-diligence-obligations-supply-chains.pdf? blob=publicationFile#linkicon>).

Convention No. 29 of the International Labour Organization of 28 June 1930 concerning Forced or Compulsory Labour (ILO Convention No. 29; available at: [Convention C029 - Forced Labour Convention, 1930 \(No. 29\) \(ilo.org\)](#));

Protocol of 11 June 2014 to Convention No. 29 of the International Labour Organization of 29 June 1930 of the International Labour Organization (available at: [Protocol P029 - Protocol of 2014 to the Forced Labour Convention, 1930 \(ilo.org\)](#));

Convention No. 87 of the International Labour Organization of 9 July 1948 concerning Freedom of Association and Protection of the Right to Organise, as amended by the Convention of 26 June 1961 (ILO Convention No. 87; available at: [Convention C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 \(No. 87\) \(ilo.org\)](#));

Convention No. 98 of the International Labour Organization of 1 July 1949 concerning the Application of the Principles of the Right to Organise and to Bargain Collectively, as amended by the Convention of 26 June 1961 (ILO Convention No. 98; available at: [Convention C098 - Right to Organise and Collective Bargaining Convention, 1949 \(No. 98\) \(ilo.org\)](#));

Convention No. 100 of the International Labour Organization of 29 June 1951 concerning Equal Remuneration for Men and Women Workers for Work of Equal Value (ILO Convention No. 100; available at: [Convention C100 - Equal Remuneration Convention, 1951 \(No. 100\) \(ilo.org\)](#));

Convention No. 105 of the International Labour Organization of 25 June 1957 concerning the Abolition of Forced Labour (ILO Convention No. 105; available at: [Convention C105 - Abolition of Forced Labour Convention, 1957 \(No. 105\) \(ilo.org\)](#));

Convention No. 111 of the International Labour Organization of 25 June 1958 concerning Discrimination in Respect of Employment and Occupation (ILO Convention No. 111; available at: [Convention C111 - Discrimination \(Employment and Occupation\) Convention, 1958 \(No. 111\) \(ilo.org\)](#));

Convention No. 138 of the International Labour Organization of 26 June 1973 concerning the Minimum Age for Admission to Employment (ILO Convention No. 138; available at: [Convention C138 - Minimum Age Convention, 1973 \(No. 138\) \(ilo.org\)](#));

Convention No. 182 of the International Labour Organization of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (ILO Convention No. 182; available at: [Convention C182 - Worst Forms of Child Labour Convention, 1999 \(No. 182\) \(ilo.org\)](#)).

International Covenant of 19 December 1966 on Civil and Political Rights (available at: [volume-999-i-14668-english.pdf \(un.org\)](#));

International Covenant of 19 December 1966 on Economic Social and Cultural Rights (available at: [ch_iv_03.pdf \(un.org\)](#));

Minamata Convention on Mercury of 13 October 2013 (available at: [Minamata Convention on Mercury \(Text and Annexes\) | Minamata Convention on Mercury](#));

Stockholm Convention on Persistent Organic Pollutants of 22 May 2001 (available at: [Text of the Convention \(pops.int\)](#));

Basel Convention on the Control of Transboundary of Transboundary Movements of Hazardous Wastes and Their Disposal (available at: [Basel Convention > The Convention > Overview > Text of the Convention](#)).

2. INFORMATION REQUESTS

Seller shall promptly provide any reasonable information requested by Buyer or its duly authorized representative from time to time in connection with Buyer's compliance in relation to the Human Rights Instruments.

3. HUMAN RIGHTS DUE DILIGENCE OBLIGATIONS

- a) Seller shall establish and maintain a human rights due diligence process appropriate to its size and circumstances to identify, prevent, and end or at least mitigate any violation of the rights and principles articulated and protected by the Human Rights Instruments within its supply chain.
- b) Seller shall use best efforts that its suppliers and subcontractors provide the Seller with timely and accurate information on all matters relevant to the human rights due diligence process (if existent).
- c) Seller shall develop and implement an action plan to prevent, end or minimize any violation of a human-rights related or environment-related obligation (as defined under the German Supply Chain Act in section 2 (4) in connection with section 2 (2) no. 1 to 12 and section 2 (3) No. 1 to 8) that has occurred or is imminent at the Seller or the Seller's suppliers, and make best efforts that its suppliers implement the action plan. Buyer will assist in developing and implementing the action plan, where necessary and appropriate.
- d) Seller shall develop and implement adequate compliance training measures in which the Seller's managers and responsible employees will be provided with an adequate level of knowledge and understanding of the rights and principles articulated by the Human Rights Instruments and this Attachment. Seller must ensure that its responsible personnel participate in any training offered by Buyer. The foregoing does not constitute an obligation for Buyer to offer training.
- e) Seller shall make best efforts to negotiate and include contractual requirements corresponding to those prescribed in this Attachment vis-à-vis its direct suppliers and to oblige them to pass on to their direct suppliers the obligation to comply with the rights and fundamental principles set forth in the Human Rights Instruments.

4. COMPLIANCE

- a) Upon reasonable notice, Buyer or its duly authorized representative shall have the right to audit Seller's compliance with its obligations under this Attachment at Seller's facility (including the review of associated books, records and other documentation). Seller shall timely reply to

requests during such audit and shall provide reasonable support to Buyer and its duly authorized representative to complete the audit within Buyer's established timeline. Where Buyer discovers material noncompliance with the terms of this Attachment, or where Seller delays increase the cost of the audit, Seller shall reimburse Buyer for costs of the audit.

- b) Seller shall make best efforts that its suppliers also permit such audits by Buyer.
- c) Any audit shall be conducted in compliance with applicable laws (including, but not limited to, data privacy and antitrust laws) and taking into account the auditee's reasonable interests (e.g. trade secrets).
- d) Seller must take appropriate action to end or minimize any non-conformances identified during assessments and make best efforts that its direct suppliers end or minimize any non-conformances identified taking into account the obligations set forth under Section 3 of this Attachment.

5. MISCELLANEOUS

Seller shall review and take into account any amendment to this Attachment that Buyer must request due to the results of the risk analysis required by the German Supply Chain Due Diligence Act.