



SUPPLIER RESPONSIBLE CODE OF CONDUCT

1- PREAMBLE

The Thermador Group, comprising of Thermador Groupe and its subsidiaries, continues its commitment to developing high standards of Corporate Social Responsibility (CSR) and formalising the ethical behaviours expected from all its stakeholders.

Our social responsibility approach is laid out on our website <https://www.thermador-groupe.fr/en/sustainable-development/our-sustainable-commitments/>. We are committed to 11 sustainable development objectives.

To achieve this, Thermador Groupe involves its suppliers and subcontractors in the implementation of monitoring measures and, where applicable, corrective actions and invites them to share its commitment by signing this supplier code of conduct.

This commitment implies close collaboration and the greatest diligence to respond to our questions and, if necessary, to welcome third party organisations instructed by the Thermador Group to audit such matters. If, due to particular circumstances, the supplier cannot comply with certain terms of the code, it has to report any impact, together with the corresponding corrective action and the follow-up procedure over time. It must do likewise if a practice prohibited by the code comes to its attention. These reports should be sent to the usual contacts in our purchasing departments, or via the email address lanceurdalerte@thermador-groupe.fr, which ensures the confidentiality for any whistle-blower.

2- SUPPLIERS' COMMITMENTS TO

2.1 Human rights, labour rights and development of human potential

The Thermador Group expects its suppliers to comply with the fundamental Conventions of the International Labour Organisation (ILO) as well as with all regulations applicable to their field of activity. Groupe Thermador expects them to promote and respect human rights in their sphere of influence, in particular on the following topics:

- **Use of child labour:** The supplier undertakes not to use child labour under any circumstances. The term "child" here refers to any person below the minimum legal working age in the country where the work is carried out, provided that the legal age is in accordance with the provisions defined by the ILO.
- **Use of forced or compulsory labour:** The supplier undertakes not to use forced or compulsory labour as defined by the ILO, i.e. any work or service required of an individual under threat of any penalty and which the individual does not do voluntarily. The supplier respects local legislation against modern slavery.
- **Illegal work:** The supplier undertakes not to use concealed work and to fulfil the obligations in terms of declaration and payment to the administrative, social and fiscal authorities as required in the countries concerned.
- **Illegal labour:** the supplier undertakes not to use undeclared labour and to comply with reporting and payment obligations to the administrative, social, and tax authorities as required in the countries concerned.

- **Human trafficking:** the supplier must comply with the regulations in force prohibiting human trafficking.
- **Working hours:** Working hours acceptable to Thermador Groupe are determined by the regulations of the countries in which the suppliers operate. In the absence of national law and in the case of piece work, ILO standards must be applied.
- **Earnings:** The supplier undertakes to comply with local legislation on minimum wages, and to pay employees their wages on a regular basis. The supplier agrees to pay overtime in accordance with the rates defined by the applicable legislation. In addition, there can be no reduction in standard pay rates for disciplinary reasons.
- **Discrimination:** The supplier undertakes not to discriminate between persons based on their age, sex, religious beliefs, political opinions, social or ethnic origin, sexual orientation or identity, disability, family status, nationality, surname or physical appearance. It shall promote equal treatment and equal opportunities in accordance with the ILO principle of non- discrimination.
- **Health and safety:** The supplier undertakes to declare all staff to social security bodies and to implement a health and safety policy guaranteeing a safe and healthy working environment for its employees, and to maintain an environment that respects people's dignity. The risks associated with its activity must be assessed and progress plans implemented to prevent them. **Social dialogue:** The supplier undertakes to guarantee its employees the right to communicate freely with their management about working conditions without fear of harassment, intimidation, sanctions, pressure or retaliation. It also undertakes to recognise and respect the right of workers to free association, whether they join an association of their choice.
- **Harassment and Abusive Conduct:** The supplier agrees to treat its employees with respect and dignity and not to condone or engage in any form of physical punishment, physical, sexual, verbal or psychological harassment, or any other form of abusive conduct.

2.2 Business ethics

- **Corruption:** The supplier undertakes to conduct its activities in accordance with the principles of honesty and fairness as well as with applicable laws and regulations in relation to the fight against corruption and rejects all forms of corruption in conducting its activities. In particular, the negotiation and execution of contracts must not give rise to behaviour or deeds that could be qualified as corruption, influence peddling, or related, similar or equivalent offences within the meaning of the applicable regulations.
- For all definitions, the supplier is invited to observe Groupe Thermador's anti-bribery code of conduct: <https://www.thermador-groupe.fr/en/ethicalanticorruption/>.
- **Gifts and travel:** The supplier undertakes to refrain from directly or indirectly proposing, offering, soliciting or accepting any gift, invitation or any other benefit that could influence or be perceived as influencing a business relationship.
- Any gifts and invitations that may be acceptable must be of symbolic value and not of such nature as to influence the judgment of the person receiving them.
- **Conflict of interest:** The supplier undertakes to avoid situations which could lead to a real or perceived risk of interference between the personal interests of an employee or his close relatives, whether legal or natural persons, and the interests of Group Thermador. The mere perception of a conflict of interest is harmful.
- The supplier undertakes to inform Thermador Groupe of any situation where there could be an actual or potential conflict of interest with the employees of Thermador Groupe or their relatives so that the circumstances can be analysed on a case-by-case basis.
- The people to inform are your contact person within the subsidiary as well as the representative of the subsidiary's management or via the email address lanceurdalerte@thermador-groupe.fr, which ensures confidentiality for all whistle-blowers.
- **Fraud and swindling:** The supplier and its staff undertake not to use any documents or confidential information obtained during their business relationship with Thermador Groupe as a basis for transactions or to enable third parties to negotiate contracts.
- **Insider trading:** The supplier and its employees undertake not to disclose or directly or indirectly use any information that could have an impact on the Thermador (FR001333432THEP) share price.

The supplier and its employees must comply with applicable laws on insider trading. They shall refrain from disclosing or using documentation and confidential information obtained during their business relationship with Thermador Groupe as a basis for trading or for enabling third parties to trade in Thermador shares or related financial instruments.

2.3 Confidentiality and Intellectual Property

- **Personal and/or Sensitive Information:** The supplier agrees to comply with the General Data Protection Regulation (GDPR) and other applicable personal data laws, guidelines and regulations. In addition, the supplier undertakes to handle sensitive, confidential and/or proprietary information appropriately. Such information shall not be used for any purpose other than the business purpose for which it was intended.
- **Intellectual Property:** The supplier undertakes to comply with applicable legislation regarding the assertion of intellectual property rights, including protection against disclosure, patents, copyrights and trademarks.
- **Data security:** The security of data and computer systems is an essential requirement for Thermador Groupe, which may entrust data and/or give access to its computer system. The supplier commits to complying with the security requirements which could be transmitted by Groupe Thermador. Should a cyber-attack occur, the supplier shall inform Thermador Groupe as soon as possible. The information should be sent to the following email address: cyber.alert@thermador-groupe.fr.

2.4 Environment, health and safety

The Thermador Group drafted its environmental policy in December 2024, which is presented on its website. <https://www.thermador-groupe.fr/en/sustainable-development/environment/>

Thermador Groupe expects its suppliers to:

- **Respect prevailing environmental laws and regulations** in their own country, in particular relating to the exclusion from the manufacturing process of minerals from conflict zones (EU Regulation 2017/821) and timber from illegal deforestation (FLEGT - Forest Law Enforcement, Governance and Trade).
- **Monitor the impact of their activities** on the environment in terms of water consumption, energy, gas emissions and waste production. Wherever possible, Thermador Groupe asks the supplier to periodically assess its greenhouse gas emissions and to communicate this to its usual contact person within Groupe Thermador. Based on this information, Thermador Groupe expects the supplier to take a progressive approach and to try to reduce the environmental impact of its products or services throughout their life cycle.
- **Transmit its carbon footprint** if it has been established, or its greenhouse gas (GHG) reduction targets.

Thermador Groupe expects its suppliers **to include environmental, health and safety criteria in the purchase of products and services, and the design, manufacture and implementation** of their own products and services, to reduce their impact in those areas throughout their life cycle, while maintaining and/or improving their quality.

The supplier agrees to provide Thermador Group subsidiaries with all information relating to **the product life cycle** (including carbon footprint, recyclability, energy efficiency, etc.). It also agrees to provide any environmental information it has on its products (e.g. PEP sheets "Product Environmental Profile", EPDs "Environmental Product Declarations", FDES sheets "Environmental and Health Declaration Sheets", SDSs "Safety Data Sheets").

The supplier undertakes to inform Thermador Groupe of the presence of hazardous substances, substances of concern and very high concern in the products it supplies, which may be released during the product life cycle, and not to supply Thermador Groupe subsidiaries with any products which may contain substances prohibited by the laws applying in the country or countries of destination of the product.

In particular, the supplier undertakes to comply with European Regulation No. 1907/2006/EC, the "REACH" Regulation, amended in 2018 by Regulation No. 2018/675/EU, and with Directive 2017/2102/EU amending Directive 2011/65/EU, the "RoHS" Directive.

2.5 Supply Chain

Thermador Groupe expects its suppliers to commit to an approach which is at least as demanding towards their own suppliers in turn, by adopting the code of conduct of Thermador Groupe or their own code. In the latter case, they will be required to provide an English translation. Either way, they will be asked to provide proof of roll-out of the adopted code.

Thermador Groupe expects its suppliers to:

- Promote and enforce the principles of its Corporate Social Responsibility (CSR) policy with its subcontractors.
- Implement a monitoring process to prevent and manage any risks that may have a significant environmental and social impact.
- Cooperate with Thermador Groupe to apply the present code of conduct as fully as possible. In particular, they agree to have the code's principles assessed or audited by Thermador Groupe or by duly appointed third party organisations. If, due to particular circumstances, the supplier cannot respect certain terms of the code, it must immediately inform the Thermador Groupesubsidiary in question to agree together on corrective measures to be implemented.
- Thermador Groupe suppliers are encouraged to set up their own code of conduct and to pass on their principles to their own suppliers and subcontractors.
- Within the framework of this code, Thermador Groupe serves the right to request information relating to the non-financial performance of the supplier annually.
- An email address lanceurdalerte@thermador-groupe.fr is open to suppliers to report situations that are not in line with ethical practices, if these situations involve its employees or those of Groupe Thermador.
- Thermador Groupe suppliers are expected to progress towards any certification process of its management system (ISO 9001, ISO 14001, ISO 45001, etc.).

This code is valid until a new version is issued, overriding this code. This code shall not replace any other assessments made by Ecovadis, Sedex or other providers.

Last name:

First name:

Position of signatory:

Signature:

Date:

Company stamp:

Glossary:

A carbon trajectory refers to an action plan that describes how a company plans to reduce its GHG emissions over a given period, usually in the short, medium or long term. This plan aims to achieve defined objectives, such as carbon neutrality (balance between CO₂ emissions and absorption), or to comply with national and international regulations.

The PEP (Environmental Product Profile) is a standardised document that details the environmental impact of a product, mainly electrical, electronic and HVAC equipment, throughout its life cycle, from the extraction of raw materials to the end of its life.

An **EPD (Environmental Product Declaration)** is a document that provides standardised and quantified data on the environmental impact of a material or product, generally in the construction sector. It is based on a **Life Cycle Assessment (LCA)** of the product, covering all stages from raw material extraction to end of life.

The Safety Data Sheet (SDS) is a mandatory regulatory document provided by the manufacturer or supplier of a chemical product. It aims to inform professional users about the hazards associated with the use, storage, transport and disposal of chemical substances or mixtures, as well as the preventive and protective measures to be taken.