

# Supplier Code of Conduct

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## Initiation

At Miltenyi Biotec and affiliated companies (Miltenyi Group), we are strongly committed to ensure that the products and services we provide are manufactured in a manner that respects human rights and the environment, and protects the fundamental dignity of workers. Therefore, we only work with suppliers who are committed to the same principles.

We value the relationships with our suppliers and are therefore fair, open and transparent in our dealings with them. In turn, we expect our suppliers to share our commitment to ethical, safe and responsible business practices. We expect our suppliers to be guided by the principles set forth in this Supplier Code of Conduct when working with us. In addition, we expect our suppliers to implement and promote the same principles in their own supply chains.

We expect all goods or products supplied to us to be manufactured or produced in accordance with this Supplier Code of Conduct. We also expect all suppliers of goods or products and services to us to comply with the Supplier Code of Conduct, even if this Supplier Code of Conduct goes beyond the requirements of applicable law.

We expressly reserve the right to amend or adapt this Supplier Code of Conduct at any time, should this be necessary, for example, on the basis of the risk analysis we regularly conduct.

## **1. Responsible manufacturing and procurement**

In applying this Supplier Code of Conduct, we expect our suppliers to follow the following principles:

### **a. Child Labor**

We condemn all forms of child labor. Therefore, we expect our suppliers not to employ children under the age at which compulsory education ends according to the law of the place of employment. In any case, the employment age must not fall below 15 years. In addition, we condemn the use of children under the age of 18 for the following acts:

- all forms of slavery or practices similar to slavery, such as the sale of children and child trafficking, debt bondage and servitude, and forced or compulsory labor, including the forced or compulsory recruitment of children for use in armed conflict;
- the raising, procuring or offering of a child for prostitution, the production of pornography or pornographic performances;
- Attracting, procuring or offering a child to engage in illicit activities, including, but not limited to, the production of and trafficking in drugs; and
- Work that, by its nature or because of the circumstances under which it is performed, is likely to be harmful to the health, safety, or morals of children.

### **b. Forced Labor**

We condemn all forms of forced labor; this includes any labor or service that is required of a person under threat of punishment and for which he or she has not volunteered, such as a result of debt bondage or human trafficking.

c. Slavery

We condemn all forms of slavery, slave-like practices, servitude or other forms of domination or oppression in the workplace environment, such as through extreme economic or sexual exploitation and humiliation.

d. Occupational health and safety

We condemn the disregard of the occupational health and safety obligations applicable under the law of the place of employment when this creates the risk of accidents at work or work-related health hazards, in particular by

- obviously insufficient safety standards exist in the provision and maintenance of the workplace, the workplace and the work equipment,
- appropriate protective measures to prevent exposure to chemical, physical or biological agents are lacking,
- measures to prevent excessive physical and mental fatigue, in particular through inappropriate organization of work in terms of working hours and rest breaks, are lacking, or
- there is insufficient training and instruction of employees.

e. Freedom of association

We reject any disregard for freedom of association. All of our suppliers are committed to respecting the right of their employees to join or form unions, and not to use the formation, joining or membership of a union as a reason for unjust discrimination or retaliation. In addition, all of our suppliers shall respect the right of unions to operate freely and in accordance with the law of the place of employment.

f. Discrimination

All people enjoy equal treatment. We reject any form of unequal treatment, such as on the basis of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless it is justified by the requirements of the employment; unequal treatment includes, in particular, the payment of unequal remuneration for work of equal value.

g. Payment of adequate wages

We reject any withholding of a reasonable wage. The appropriateness of a wage shall be measured in accordance with the minimum wage established in each case at the place of employment in accordance with applicable law.

h. Environmental Damage

We expect our suppliers to prevent any harmful soil contamination, water contamination, air pollution, harmful noise emission or excessive water consumption that could

- significantly affects the natural basis for the preservation and production of food,
- denies a person access to safe drinking water,
- impedes or destroys a person's access to sanitary facilities, or
- Damages the health of a person.

i. Respect for land rights

We condemn all forms of unlawful eviction and support the prohibition of unlawful deprivation of land, forests and waters in the acquisition, construction or other use of land, forests and waters whose use provides a person's livelihood.

j. Engagement of security personnel

We expect our suppliers not to hire and use private or public security forces if, due to a lack of instruction or control on the part of the company in the use of the security forces

- the prohibition of torture and cruel, inhuman or degrading treatment, or
- treatment is disregarded,
- life or limb is injured, or
- the freedom of association and the right to organize are violated.

k. Environmental agreements

We expect our suppliers to comply with the provisions of the Minamata Convention on Mercury (Minimata Convention of October 10, 2013 on Mercury), the PoP Convention on the Treatment of Persistent Organic Pollutants (Stockholm Convention of 23. May 2001 on Persistent Organic Pollutants) and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention of 22 March 1989 on the Control of Transboundary Movements of Hazardous Wastes and their Disposal).

## 2. Establishment of a management and control system

We expect our suppliers to establish a management system to achieve continuous improvement and ensure compliance with applicable laws and this Supplier Code of Conduct. In particular, we expect our suppliers to have designated representatives who are responsible for implementing management systems and management programs and monitoring compliance with applicable laws and this Supplier

Code of Conduct. Management must review and evaluate the quality and efficiency of management systems and programs at least once a year and on an ad hoc basis.

We also expect our suppliers to implement a process to identify the human rights and environmental risks in their own business and those of their direct and indirect suppliers that are associated with their operating and labor practices. In addition, management must develop appropriate processes to control the identified risks and ensure compliance.

Finally, we expect our suppliers to implement appropriate training programs for their employees to implement the standards in our Supplier Code of Conduct and to comply with applicable legal requirements. To the extent necessary and possible, we will support our suppliers in conducting any necessary training.

### **3. Duty to pass on and inform, auditing right**

#### **a. Duty to pass on expectations and duties**

The Supplier undertakes to pass on the expectations and duties placed on the Supplier by the Purchaser through the Supplier Code of Conduct to its respective direct and indirect suppliers (sub suppliers) with regard to human rights and environmental concerns within the scope of what is possible and reasonable for the Supplier and to require them to comply with this Supplier Code of Conduct.

#### **b. Duty to inform and Right of Audit**

The Supplier shall be obliged to inform us in an appropriate manner about the implementation of this Supplier Code of Conduct on a regular basis, but at least once a year, within the framework of the respective existing contractual relationship. In this context, the Supplier shall in particular provide us with all necessary information required by us to verify whether the Supplier is adequately and effectively addressing and enforcing the human rights and environmental expectations communicated by this Supplier Code of Conduct in its own business area and vis-à-vis its suppliers. If the information provided by the Supplier gives the Purchaser reason to believe that the Supplier is not fulfilling its obligations and/or that human rights and environmental risks or violations are not being adequately addressed, we shall have the right to obtain our own impression of the implementation on site at the Supplier or to commission a third party to do so. In this context, the Supplier shall in particular be obliged to grant us or a third party commissioned by us access to its business premises and production sites and all necessary documentation and information during normal business hours after prior notice, insofar as this is legally permissible. The Supplier may refuse access in particular if the provision of

documents and information would violate the protection of trade or business secrets or legal requirements.

c. Duty to inform us of changes in the risk situation

The supplier is obliged to inform us within the framework of the respective existing contractual relationship if the risk situation in its business area changes significantly or expands significantly, for example due to the introduction of new products, projects or a new business area. Notifications shall be directed to following email address: [CSR\\_Office@miltenyi.com](mailto:CSR_Office@miltenyi.com)

d. Support for measures relating to suppliers of the supplier

In the event that we have factual indications that a violation of a human rights-related or environmental obligation at a supplier of the supplier appears possible, the supplier undertakes to support us, at our request, in establishing appropriate preventive measures in relation to the supplier causing the violation (such as the implementation of control measures, support in the prevention and avoidance of a risk or the implementation of industry-specific or cross-industry initiatives to which we are party) as well as in the creation and implementation of a concept for the prevention, termination or minimization of the violation.

#### **4. Remedial Mechanism and Termination of Business Relationship**

If, during the term of a contract existing between us and the supplier, we or the supplier identify a violation of human rights or environmental law that has already occurred or is imminent and that the supplier has causally caused, we and the supplier shall immediately take all measures to end the (imminent) violation. If the nature of the violation is such that immediate termination is not possible, we and the supplier shall without undue delay jointly prepare a concept to terminate or minimize the violation as soon as possible, which concept shall contain a concrete time schedule within which the supplier is obligated to implement the developed concept ("Remedy Concept"). In doing so, we shall support the Supplier in the implementation of the Remedial Concept in an appropriate manner and to the extent legally permissible.

In the event of a serious violation of human or environmental rights, we reserve the right to suspend business relations with the supplier until the violation has been remedied. In the event of a temporary interruption of business relations, we and the supplier shall not be obliged to comply with the obligations arising from the affected contract (with the exception of, for example, existing confidentiality obligations, etc.). We shall inform the supplier in writing of any interruption of business relations.

If we or the supplier ascertain a very serious violation of human rights or environmental concerns causally caused by the supplier, we shall be entitled to unilaterally terminate the affected contract(s) with the supplier without observing a notice period if the supplier fails to remedy the situation within the period set in the jointly developed remedial concept and we and the supplier are unable to remedy the situation otherwise despite joint efforts. Services provided by the supplier up to the time of termination shall be remunerated by us as agreed.

## 5. Complaints Procedure

We have established an anonymous complaint procedure for reporting violations of human rights and environmental concerns. The complaints procedure enables individuals to point out human rights and environmental risks as well as violations of human rights-related or environmental obligations that have arisen as a result of the economic actions of a company in its own business area or of a direct supplier.

Violations of human rights and environmental concerns can be reported to us via [humanrights@miltenyi.com](mailto:humanrights@miltenyi.com).

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## Complaints Procedure

We at Miltenyi Biotec B.V. & Co. KG and affiliated Companies (Miltenyi Group) have a Supplier Code of Conduct, which sets out the human rights and environmental expectations that Miltenyi Biotec has of its own employees and its direct suppliers. We require that our own employees and our direct suppliers fulfil the communicated expectations.

Any violation of our Supplier Code of Conduct in connection with our operations, products or services and those of our suppliers can be reported via email at [humanrights@miltenyi.com](mailto:humanrights@miltenyi.com) or [anonymous form](#). The human rights officer is responsible for processing complaints.

The complaints process is structured as follows:

### 1. Admissible subject matter of the complaint

You can use this complaints portal to submit complaints relating to infringements of the responsible manufacturing and procurement principles as set out in the Supplier Code of Conduct by referencing to the Supplier Code of Conduct.

Complaints should be based on facts. Complaints can be submitted via [humanrights@miltenyi.com](mailto:humanrights@miltenyi.com) or [anonymous form](#). Complaints should initially contain as much relevant information as possible describing the facts of the case, insofar as the complainant has this information. Complaints should also state what result is to be achieved with the complaint. Complaints can be written in English and German. Each complaint should contain the following essential information for the specific handling of the complaint:

### 2. Eligibility to Complain

Any person who becomes aware of risks or violations of human rights and environmental concerns within the meaning of the LkSG may lodge a complaint. This also applies to associations of persons such as NGOs. It is also possible to submit a complaint anonymously.

### 3. Procedure of the Complaints Process

In principle, the complaints process comprises the following procedural steps:

- a. Acknowledgement of receipt of the complaint to the person or organisation making the complaint.



- b. Assessment of the admissibility of the appeal and clarification of the facts, insofar as this is necessary for the assessment of admissibility.
- c. Joint discussion of the facts of the case with the complainant.
- d. Upon receiving a complaint, it will be acknowledged within 30 days and reviewed by the Human Rights Officer (HRO) to determine its validity. If accepted, an investigation will commence, led by the HRO, involving site visits, interviews, and document reviews, to be completed within 90 days. The findings will be assessed, and if the company is responsible, a remedial action plan will be developed. The complainant will be informed of the outcome and any actions within 120 days. Regular updates will be provided until the issue is resolved, ensuring confidentiality throughout the process, and a final report will be given upon closure.

#### **4. Possible remedial measures**

In the event that a complaint proves to be well-founded, we will immediately take the necessary measures - if necessary in consultation with the supplier/business partner concerned - to end or minimise the identified risk or violation of human rights and environmental concerns. Which measures are suitable and appropriate to achieve this goal must be assessed on a case-by-case basis.