

SUPPLIER CODE OF CONDUCT



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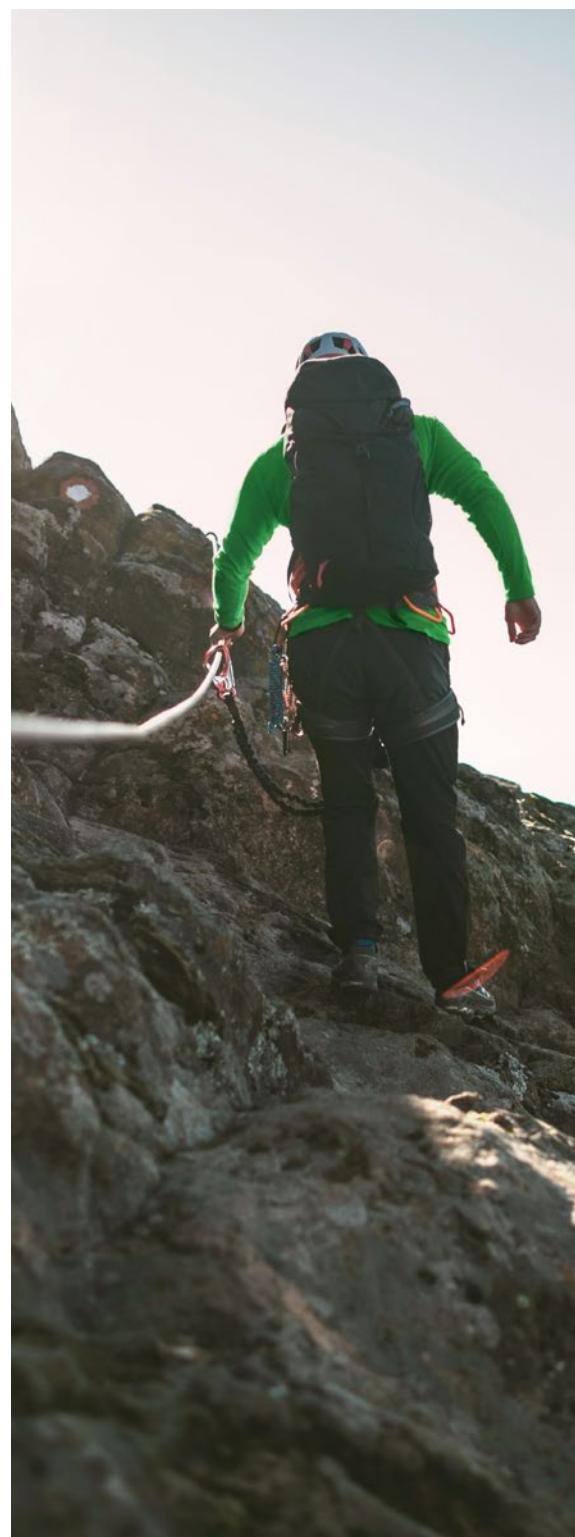
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The KOKI Group develops and produces power tools to contribute to our society through outstanding technology, products and services. In all its activities, the KOKI Group is aware of its social responsibility and bases this on generally valid, ethical values and principles. Sustainable management is also an essential part of our corporate culture.

The KOKI Group lives these principles and verifies compliance with them, even if the regulations we have imposed on ourselves exceed the legal requirements. We expect compliance with these principles from both our employees and our suppliers.

Our suppliers must comply with all laws and regulations governing the products supplied in the respective territories and the regulations and requirements contained in this Code of Conduct. They must also take appropriate measures to ensure compliance with the principles and requirements set out in this Code of Conduct throughout their supply chain.

Compliance with this Code of Conduct is an essential part of any future business relationship with suppliers. Non-compliance may, as a final consequence, also lead to the termination of the business relationship.



KOKI Group¹

Tokyo,

A blue ink signature of Hiroshi Teraguchi.

Hiroshi Teraguchi
Group CFO

Tokyo,

A blue ink signature of Prathab Deivanayagam.

Prathab Deivanayagam
Group CEO

Nuertingen,

A blue ink signature of Daniel Letzgus.

Daniel Letzgus
Group CPO

Notice:

For better readability, the masculine form is used in this document. All references to persons apply equally to all genders.

¹KOKI Group comprises Koki Holdings Co., Ltd. and Metabo GmbH with all their affiliated companies.



I. Human rights and fair working conditions

1. Prohibition of child labor

We as KOKI Group reject any form of child labor and expect our suppliers to comply with the prohibition of child labor among themselves and their suppliers.

According to this, in particular, no workers shall be employed who have not yet reached the age at which compulsory schooling ends according to the national laws applicable to them, but in no case may the persons be under 15 years of age. Furthermore, special protective regulations must be observed, in particular, workers under the age of 18 may not be employed in work that is harmful to the health, safety or morals of children.

2. Exclusion of forced labor and all forms of slavery

We as KOKI Group reject any form of forced labor, bonded labor, involuntary labor, human trafficking, or modern forms of slavery as well as exploitation. Work must always be performed voluntarily. We as KOKI Group expect our suppliers to know their suppliers to comply with the prohibition of forced labor.

Employees may not be deprived of identification documents.

Inhumane treatment including sexual harassment, sexual abuse, punishment, bullying, public insults/doxing, verbal abuse and psychological and/or physical coercion are prohibited. Disciplinary guidelines and measures must be clearly defined and communicated to employees.

3. Prohibition of discrimination

The dignity of the human being is inviolable.

We as KOKI Group expect our suppliers to comply with fundamental rights, as well as the International Human Rights Charter. We do not tolerate any discrimination or unequal treatment, for example 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 employment.

4. Freedom of association

In accordance with national laws and regulations, employees shall be granted the right to freedom of association and assembly, in particular membership in trade unions and the right to strike. Formation, joining and membership in a trade union shall not result in discrimination or retaliation.

5. Health and occupational safety

As KOKI Group, we expect our suppliers to strive for a high level of occupational health and safety implementation by applying a health and safety management approach that is appropriate for their business.

Our suppliers must comply with the occupational health and safety regulations applicable in their country and ensure a safe, hygiene and health-promoting working environment also considering physically demanding work and pregnant women in order to maintain the safety and health of employees, protect third parties and prevent accidents, injuries and work-related illnesses. This includes regular risk assessments of workplaces, including production equipment, and the implementation of appropriate hazard prevention and precautionary measures, including the provision of suitable personal protective equipment (PPE). It also includes analyzing occupational accidents and consequently taking measures to prevent occupational accidents in the long term.

Employees shall be adequately trained and instructed in occupational health and safety topics in a language they understand.

6. Fair pay and working hours

All employees must be provided with an employment contract in their native language or in a language understandable to the employee in question, including the applicable terms and conditions of employment.

We as KOKI Group expect our suppliers to pay its employees in accordance with the applicable legal provisions on the minimum wage, the applicable collective bargaining agreements and in accordance with industry standards and otherwise in accordance with the law of the place of employment, and to provide the legally required social benefits. Our suppliers shall pay employees in a timely manner and shall inform them in an understandable and clear manner of the basis upon which they will be paid. Deductions from wages and salaries as a disciplinary measure are not permitted unless they are legally permissible.

With regard to working hours, all nationally applicable laws and binding industry standards must be complied with.



II. Environmental protection

1. Resource management and sustainability

Environmental protection, resource conservation as well as a responsible and sustainable supply chain are close to our hearts as KOKI Group. We therefore take responsibility for these areas and expect the same from our suppliers.

This includes the efficient use of resources, the use of energy-efficient and environmentally friendly technologies, obtaining and maintaining locally required environmental permits/licenses, managing and reuse of hazardous substances, minimization or elimination of pollutant emissions and waste generated, and the reduced use of natural resources. Any emissions to air, water and soil are to be reduced to a minimum, are to be monitored and controlled based on local regulations and excessive water consumption is to be refrained from as well as properly managed including documentation.

We as KOKI Group measure, track and document our energy consumption and greenhouse gas emissions with the aim of reducing them steadily and sustainably. We also expect our suppliers to take measures to improve their energy efficiency.

We recommend that our suppliers' setup or adhere to a reasonable environmental/sustainability management system.

2. Conflict minerals and REACH/RoHS and TSCA

Wherever possible, the use of conflict minerals should be avoided.

A supplier using conflict minerals must comply with applicable legal requirements for due diligence and verification systems, taking into account all applicable regulations and standards, such as EU Conflict Minerals Regulation EU 2017/821, the Dodd-Frank Act Section 1502.

Compliance with REACH/RoHS, TSCA (Toxic Substances Control Act) and similar regulations on the use of restricted and prohibited substances is expected.

3. Minamata, Stockholm and Basel Conventions

To protect the natural foundations, our suppliers undertake to comply at least with the following conventions:

- Minamata Convention (use of mercury),
- Stockholm Convention (persistent organic pollutants) and
- Basel Convention (transboundary movements of hazardous wastes and their disposal).

III. Ethical business conduct

1. Compliance with laws

We comply with all applicable national and international laws, trade laws and regulations and fully expect this from our suppliers.

2. Fair competition and anti-corruption

The standards of fair competition and fair business practices shall be observed. The statutory regulations on competition and antitrust law must be complied with.

We as KOKI Group do not tolerate corruption, extortion and bribery of any kind.

3. Confidentiality, data protection and intellectual property

We respect the privacy and confidential information of all our employees and business partners and protect all data and intellectual property from misuse. We fully expect this from our suppliers. Data protection laws and regulations must be complied with.



IV. Review and consequences

1. Implementation

Our suppliers must regularly identify risks within their supply chains and take appropriate improvement measures. In addition, our suppliers must record and inform us regularly and in a timely manner about violations and suspected violations, risks, and measures taken.

We recommend that suppliers implement an appropriate compliance and risk management system, which includes especially, but not limited to, items of this Chapter IV to V and appropriate training.

2. Complaint mechanism

Employees shall be provided with access to a protected procedure for reporting possible violations to ensure the protection of whistleblowers from retaliation.

We as KOKI Group have implemented such protected reporting channels through which information about possible violations can be submitted. Information about these reporting channels can either be found on the websites of individual KOKI Group companies, or suppliers will be informed separately of other contact methods.

Suppliers shall inform their employees of the existence of the KOKI Group reporting channels.

3. Control

We, the KOKI Group, verify compliance with the standards and regulations set forth in this Code of Conduct by means of regular self-assessments of our suppliers as well as regular and ad hoc audits, which may be conducted either by ourselves or by a third party on behalf of us at the supplier's premises. Supplier agrees that KOKI Group may conduct such audits annually or on an ad hoc basis during normal business hours after reasonable advance notice.

In the context of such an audit, the relevant applicable laws, such as antitrust law, data protection law and possible confidentiality requirements, must be observed and complied with.

Furthermore, each supplier shall endeavor to grant the KOKI Group a corresponding right to audit its suppliers if there are substantiated indications or knowledge of an alleged violation of the principles of this Code of Conduct by its suppliers.

4. Consequences

In the event of violations of the standards and principles of this Code of Conduct, supplier shall end them in the foreseeable future. Should this not be possible in the foreseeable future, the parties shall immediately work together to find a solution in order to successfully continue the business relationship. In this connection essential information is to be disclosed in accordance with applicable laws and regulations.

However, KOKI Group reserves the right to take appropriate measures and/or, if necessary, to terminate the business relationship. Termination of the business relationship is particularly required if a violation is deemed to be very serious, measures taken do not provide a remedy, etc.

Further contractual obligations and other rights of termination remain unaffected by this Code of Conduct.



V. Binding nature and signature

By signing this document, supplier undertakes to act responsibly and to comply with and implement the principles and requirements of the KOKI Group set out in this Code of Conduct.

Supplier further undertakes to communicate the requirements to its employees and business partners and to take appropriate measures to ensure compliance with the principles and requirements set out in this Code of Conduct throughout the supply chain.

Place, date

Supplier

Signature

Name, Title

Signature

Name, Title

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