



# SUPPLIER CODE OF CONDUCT

With this CCR Commercial Refrigeration Supplier Code of Conduct we demonstrate our **expectations for each of our product and service suppliers to meet our highest standards of ethics and business conduct.**

The CCR Commercial Refrigeration Supplier Code of Conduct (hereinafter referred to as the “**CCR Supplier CoC**”) is applicable to all suppliers of all legal entities of CCR Commercial Refrigeration group anywhere in the world (hereinafter referred to as “**CCR**” and “**Suppliers**”).

CCR is firmly committed to observing, advocating and expecting the highest standards of ethical behavior and conduct. As stated in our CCR Code of Conduct, CCR employees and our business partners shall acknowledge, understand, and agree to abide by our vision, values, culture and principles as described in CCR Code of Conduct. According to the CCR Code of Conduct, CCR employees and our business partners shall **obey the law, act in good faith, consider the impact of their decisions, seek fair resolutions, communicate openly and effectively and shall always seek to build trust, show respect, perform with integrity and achieve excellence.**

Our Suppliers are critical to our success and, to provide superior products and services in a responsible manner. Therefore, we require Suppliers to meet our expectations for ethics and compliance. This CCR Supplier CoC and expectations sets herein align with the expectations we maintain for our own directors, officers, employees, and representatives. CCR understands and expects that our Suppliers can have their own internal codes of ethics and conduct. Therefore, this CCR Supplier CoC is not intended to be an exhaustive list of all ethical and business conduct requirements but intends to give an overview of the most important areas of business conducted with a high standard of ethics and integrity.

Suppliers are responsible for ensuring that their directors, officers, employees, representatives, and business partners understand and comply with the expectations set forth in this CCR Supplier CoC.

**General Disclaimer:** The expectations set forth in this CCR Supplier CoC are not intended to conflict with or modify the terms and conditions of any contracts of our Supplier with CCR. If a contract requirement is more restrictive than this CCR Supplier CoC, Supplier must comply with the more restrictive contract requirement.



## Ethics

Suppliers shall **conduct their business in an ethical manner and act with integrity**. Corruption, extortion, and embezzlement are strictly prohibited. Suppliers must not offer, accept, or engage in any form of bribery or illegal inducements in their business or governmental dealings. Suppliers are expected to operate in accordance with all laws and regulations applicable to the operation of their business and their relationship with CCR, as well as being required to employ fair and healthy competition, adhering to all relevant anti-trust laws. Suppliers must ensure that their **business practices are fair, transparent and refrain from practices that could undermine or distort market competition**.

### 1. Competition Based on Merit and Fair Conduct

Suppliers are expected to compete solely based on the quality and value of their products and services.

Under no circumstances should a Supplier offer, promise, or accept any form of bribe, regardless of the amount or party involved, whether on behalf of CCR, its company, or others. This includes providing anything of value (such as business gifts or courtesies) with the intent to influence anyone, including CCR employees, customers, or Suppliers, to act against their duties and grant an unfair advantage. This also includes facilitating payments, like those meant to expedite standard governmental processes (e.g., obtaining visas or customs clearances).

Suppliers must not participate in anti-competitive practices under any circumstances, whether for CCR, yourself, or others. This includes rigging bids, price-fixing, allocating customers or markets, or sharing sensitive, competitive information (such as pricing, cost, or output data) with competitors. Additionally, Suppliers must not abuse their market power, whether for their benefit or others', through practices like refusal to deal, predatory pricing, or linking the sale of one product to the purchase of another.

Suppliers are also prohibited from engaging in any deceptive or unfair market practices, either for CCR, themselves, or others. This includes making false claims about CCR's products or services, themselves, or those of competitors, as well as denigrating CCR's competitors or their offerings.

Suppliers must refrain from obtaining competitor information through illegal or unethical means. This includes stealing proprietary information, possessing trade secrets acquired without the owner's consent, or encouraging current or former employees of other companies to disclose such information. Any such actions are strictly prohibited.



## **2. Conflict of Interest**

Suppliers must avoid all conflicts of interest or situations giving the appearance of a conflict of interest in their dealings with CCR. Suppliers must report to CCR any instances involving actual or apparent conflicts of interest between their interests and those of CCR, such as when one of their employees (or someone close to one of their employees) has a personal relationship with a CCR employee who can make decisions impacting their business, or when a CCR employee has an ownership or financial interest in their business.

## **3. International Trade Compliance and Trade Controls**

Suppliers must conduct business in full compliance with all applicable laws and regulations governing international trade. This includes laws related to the export, re-export, and retransfer of goods, technical data, software, and services, as well as the import of goods. This includes adherence to import and customs laws, export controls, economic sanctions, denied parties lists, anti-boycott laws, and regulations concerning the diversion of products.

## **4. Protection of Third-Party Proprietary Information**

Suppliers must respect the intellectual property rights of others. During their engagement with CCR, Suppliers may be exposed to sensitive or proprietary information from third parties that is confidential. Suppliers are obligated to safeguard such information and ensure its confidentiality, refraining from disclosing or using it without proper authorization.

## **5. Accuracy of Records and Submissions**

Suppliers must maintain books and records that accurately and completely reflect all transactions related to their business with CCR and each of their submissions to CCR, their customers, and regulatory authorities. Suppliers must never make any entry in their books and records or alter, conceal, or destroy any document to misrepresent any fact, circumstance, or transaction related to their business with CCR. Records must be accurate and complete in all material respects. Suppliers' records must be legible, transparent and reflect actual transactions and payments.

## **6. Anti-Counterfeiting**

In an ongoing effort to work together to secure the supply chain from the dangers of counterfeiting, illegal diversion and theft of CCR products, Suppliers must notify CCR immediately if they are offered the opportunity to purchase counterfeit, illegally diverted or stolen products, or otherwise become aware of any such products.

## 7. Anonymous Reporting & Reporting Misconduct

Suppliers must provide their employees and their business partners with access to **safe reporting channels to raise legal or ethical issues or concerns**, including, without limitation, reports of a violation of this CCR Supplier CoC by Supplier or its business partners, **without fear of retaliation**, including opportunities for anonymous reporting. Suppliers must promptly investigate reports of legal or ethical issues or concerns.

If Suppliers become aware of misconduct related to CCR business undertaken by any CCR employee, any of the Suppliers' employees, or any employees of their business partners, they shall promptly notify CCR. In this case Suppliers may contact members of our **CCR's Compliance Office directly at the e-mail [CCRCompliance@ccr.com](mailto:CCRCompliance@ccr.com)**, or they may use **CCR's anonymous [Speak Up channel](#)**.

### Contacts:

If you have any concerns related to our Supplier Code of Conduct reach out to us via the **[Speak Up program](#)** or via email: **[CCRCompliance@ccr.com](mailto:CCRCompliance@ccr.com)**.

In case the misconduct is related to Data Protection, Suppliers may contact us via the e-mail: **[privacyccr@ccr.com](mailto:privacyccr@ccr.com)**.



## Labor

Suppliers are committed to maintaining **ethical labor practices and procedures**. This responsibility includes raising awareness and ensuring understanding of human rights, as well as compliance with employment and labor laws. By integrating these principles into their strategies, policies, and procedures, Suppliers will fulfill their fundamental obligations towards their employees and other stakeholders.

### 1. Child Labor

Suppliers must ensure that child labor is not used in the performance of their work, in accordance with CCR policy and in line with the principles of applicable ILO conventions. The term "child" refers to any person under the minimum legal age for employment where the work is performed.

## **2. Human Trafficking**

Suppliers must comply with laws and regulations prohibiting human trafficking. Suppliers must not engage in the use of forced or compulsory labor defined as all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily in line with the principles of applicable ILO conventions. Other forms of forced or compulsory labor include, but are not limited to, bonded labor, indentured labor, involuntary prison labor, slavery, or trafficking in persons.

## **3. Compensation**

Suppliers must comply with all applicable regulations pertaining to wages, hours, and legally mandated benefits. Such compensation and benefits should be sufficient to attract and retain qualified talent to sustain their business. Documentation regarding the terms and conditions of employment (such as compensation and benefits) must be provided to employees, and payment of overtime must be at a premium/higher rate. In addition, there should be no standard wage rate reductions for disciplinary reasons.

## **4. Freedom of Association, Inclusivity**

Suppliers must recognize the principle of freedom of association and the right to collective bargaining as they exist under applicable laws in the countries where they operate. Respecting the rights of individuals to freely associate.

## **5. Harassment and Abusive Behavior**

Suppliers must share our commitment to providing a workplace free from harassment, bullying, threats, and violence. Harassment refers to words or actions that create an intimidating, hostile, or offensive work environment. Whether it's in person or online, harassment isn't just what's intended, but how others perceive it. It can be (a) What a person says or writes, including racial, ethnic, or gender-based slurs, jokes, or stereotypes as well as threatening, loud, or abusive language; (b) What a person does, such as unwelcome touching, making sexual advances; intentionally blocking someone's path, ignoring someone, or deliberately humiliating someone, (c) What a person displays, such as placing lewd photos or derogatory slogans on a workstation or sharing them electronically.

## **6. Non-Discrimination and Inclusivity**

We foster an environment where all voices are heard, and diverse perspectives are valued. Suppliers shall therefore encourage a culture of inclusivity where all employees are given a voice and shall support the principles of equal representation and opportunity for all, regardless of background or identity.



Suppliers must treat their existing and prospective employees as well as business partners fairly, based only on merit and other factors related to their legitimate business interests, and without regard to race, religion, color, age, gender, gender identity or expression, sexual orientation, national origin, marital status, veteran status or disability, or any other characteristic protected under applicable law and in line with the principles of applicable ILO conventions.

## Privacy & Protection of Personal Information

During regular business operations, Suppliers may collect personal information about individuals, including employees, customers, and other parties with whom they engage. Suppliers must ensure that **only personal information that is legally permitted and necessary** for conducting their business or fulfilling their engagement with CCR **is collected and retained**. Additionally, Suppliers are responsible for implementing measures to safeguard this information and protect its privacy.

## Quality & Environmental Health and Safety

Suppliers must carry out their activities with **proper consideration for the safety and health** of both their employees and the public. They are expected to continuously strive to provide safe working conditions and foster a strong safety culture across all locations. Suppliers should aim to prevent workplace accidents by rigorously adhering to global safety standards. Each Supplier is responsible for maintaining a safe and healthy work environment, including any living quarters provided for their employees.

### 1. Compliance with relevant Environmental Health and Safety law

Suppliers must comply with all applicable environmental, health and safety laws, regulations, and directives; and conduct your operations in a manner that safeguards the environment, minimizes waste, emissions, energy consumption, and the use of materials of concern.

### 2. Worker Protection

Suppliers must also ensure safe and healthy work environments for their employees and business invitees. Suppliers shall protect workers from exposure to chemical, biological, physical hazards and unreasonably physically demanding tasks in the workplace and other company-provided facilities, including living quarters and vehicles. Suppliers shall ensure that any employee who encounters hazardous substances will wear proper personal

protective equipment and perform the task according to all safety guidelines and instructions.

### 3. Health and Safety management system

A robust health and safety management system should be implemented to ensure workplace safety, prevent injuries or threats to anyone on company premises or jobsites, and investigate all reported incidents. This means (a) Follow all safety guidelines, policies, and laws, including local rules and regulations regarding maximum hours worked per day and week, along with required time-off from work to rest -- in line with the principles of applicable International Labour Organization (ILO) conventions; (b) Look out for each other and help others to work safely; (c) Prohibit drugs, alcohol, weapons, or violence in the workplace; (d) Respect all physical security procedures, including access to facilities and use of employee badges; and (e) Promptly report all injuries, hazards, threats, and close calls so they can be investigated, addressed, and prevented in the future.

### 4. Quality

Suppliers' products and services must be designed, produced, and delivered with the paramount consideration being the safety and health of their employees and consumers. Suppliers must have in place quality assurance processes to detect, communicate to CCR and correct defects to ensure delivery of products and services that meet or exceed contractual quality and legal and regulatory requirements. All required inspection and testing operations must be completed properly.

## Suppliers' Business Partners as subcontractors

Suppliers must comply with the relevant provisions of the contract with CCR as to the possibility of assigning, delegating, or subcontracting their obligations to subcontractors.

If a contract with CCR allows Suppliers to assign, delegate, or subcontract their obligations or procure products or services from others, Suppliers must **select their business partners carefully and perform due diligence, audit, and oversight to prevent and detect misconduct**. Suppliers must **flow down the principles set forth in this CCR Supplier CoC** to these business partners. Suppliers will be held responsible for ensuring compliance by their business partners.



## Ethics & Compliance Program

Depending on the size and nature of Suppliers business, they must establish management systems, tools, and processes that (a) ensure compliance with applicable laws, regulations, and the requirements outlined in this CCR Supplier CoC; (b) foster awareness and commitment to ethical business practices, including but not limited to the expectations set forth in this CCR Supplier CoC; (c) enable the prompt identification, investigation, reporting (to CCR and others, as necessary), and implementation of corrective actions for any violations of laws, regulations, or the expectations outlined in this CCR Supplier CoC; and (d) provide training to their employees on compliance requirements, including the expectations outlined in this CCR Supplier CoC.

## Assuring compliance with this CCR Supplier CoC

Suppliers will **permit CCR** and/or its representatives to **assess their compliance with the expectations set forth in this CCR Supplier CoC** in performing work for CCR, including on-site inspection of facilities and review of associated books, records, and other documentation. Suppliers must also provide CCR, upon request, with additional information and certifications evidencing compliance.

Suppliers must ensure that CCR has the right to assess their business partners' compliance with the expectations set forth in this CCR Supplier CoC in performing work for CCR, including on-site inspection of facilities and review of associated books, records, and other documentation. Suppliers must ensure that their business partners will provide CCR, upon request, with additional information and certifications evidencing compliance.

In the event of any wrongdoing, Suppliers shall fully cooperate with any related investigation conducted by CCR and shall ensure full cooperation of their business partners if such investigation involves their performance. Suppliers (and their business partners) must correct any non-conformances identified during such assessments. CCR is not obliged to monitor or ensure Suppliers compliance with this CCR Supplier CoC, and Suppliers acknowledge and agree that they are solely responsible for full compliance with this CCR Supplier CoC by their directors, officers, employees, representatives, and business partners.

## Further information about the CCR Supplier CoC

For questions or concerns about this CCR Supplier CoC, including its application to specific circumstances in connection with performance of work for CCR, or suspected failures to satisfy expectations in performing work for CCR, Suppliers shall contact members of our CCR's Compliance Office at the e-mail: [CCRCompliance@ccr.com](mailto:CCRCompliance@ccr.com) or they may use **CCR's anonymous [Speak Up channel](#)**. In case questions or concerns are related to Data Protection, Suppliers may contact us via the e-mail: [privacyccr@ccr.com](mailto:privacyccr@ccr.com).