
Third Party Code of Conduct

Duro Felguera Group



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I. INTRODUCTION

1. Duro Felguera Group

The Duro Felguera Group is made up of Duro Felguera, S.A. (hereinafter, Duro Felguera) and its Spanish and foreign dependent investee companies that form its consolidation perimeter. Hereinafter, the Duro Felguera Group or the Group.

2. Scope of application

This Code applies to all individual persons or legal entities - including individuals who form legal entities - that render services or provide goods and supplies to the Duro Felguera Group or that do so in its name, in the framework of a commercial relationship, business or collaboration, including providers, contractors, suppliers, manufacturers, collaborators, consultants or sales representatives, *inter alia*, (hereinafter, "**Third Parties**").

The ethical guideline and principles for action included in this Code apply irrespective of where the Third Party activity is performed and always in compliance with the applicable law.

3. Third Party Code of Conduct

The Duro Felguera Group considers its Third Parties a core element in achieving its goals and consequently expects them to maintain an integral conduct, based on the law and ethics and respecting the principles and behaviour guidelines implemented by the Group through its Regulatory Compliance Policy, its Crime Prevention Model and their rules of implementation, especially the Code of Conduct and Bribery and Corruption Policy.

This Third Party Code of Conduct consequently sets out the commitments to be assumed by Third Parties when contracting with the Group, in the framework of any commercial relationship, business or collaboration with it. This Code therefore constitutes an action guide, consisting of principles and behaviour guidelines to which Third Parties that contract with the Group are bound.

To the extent of promoting commercial relationships, business and collaboration with Third Parties fostering a suitable compliance culture, they should undertake to comply with the behaviour guidelines and principles set out in the Code of Conduct and the Bribery and Corruption Policy of the Duro Felguera Group, published on the corporate web site, and also be governed at all times by the commitments defined in this document. When commencing their commercial relationship, business or collaboration with the Group, the Third Parties will accordingly undertake to comply with this Code through the compliance clause included in their contracts.

II. PRINCIPLES AND PATTERNS OF BEHAVIOUR

4. Compliance with the law

The Duro Felguera Group, based on its commitment and to comply with current legislation, requires its Third Parties to be aware of and to comply with: (i) current legislation affecting all their activities, in all those countries where they may be working, observing ethical behaviour in everything they do, and (ii) the commitments and/or obligations undertaken, in the framework of their contractual relations with the Group and other Third Parties.

Likewise, Third Parties related with the Group undertake: (i) to act with integrity and honesty in all their dealings with the Public Authorities and (ii) to inform their employees and collaborators to observe the applicable regulations in their work.

5. Respect for Human and Labour Rights

Third Parties related with the Duro Felguera Group undertake to comply with and to respect Human Rights, especially with regard to life, health, physical and emotional integrity, dignity and freedom, directly or indirectly refusing to take part in any action which could compromise their respect for the law. Third Parties shall especially comply with the principles that form part of the Universal Human Rights Declaration and the Agreements of the International Labour Organisation (ILO), and the labour principles established in the Code of Conduct *Business Social Compliance Initiative* (BSCI).

6. Respect for persons

Third Parties shall encourage the professional and personal development of their employees, ensuring equal opportunities through their action policies and shunning all kinds of discrimination in their organisation in the labour and professional environment for age, race, colour, sex, religion, political opinion, national origin, social origin and disability, and respect the freedom of association and collective negotiation.

7. Respect for the collective and individual rights of employees

Third Parties undertake to:

- Respect the rights of syndication, association and collective negotiation, recognised in the applicable national and international laws.
- Respect the working hours without exceeding the limits in overtime work defined in the applicable laws.
- Guarantee that their workers' wages are consistent with the work they perform, always respecting the collective negotiation agreements and applicable labour laws.

- Refrain from entering into any kind of work contract that supports or facilitates forced labour, trafficking of workers or non-voluntary labour.
- Ensure proper compliance with the law that prohibits work by minors and not recruit workers under the age of 16. Special protection shall always be guaranteed for the rights of workers over 16 years of age but not yet considered adults.

8. Health and Safety

Third Parties are committed to compliance with regulations and internal protocols established in the field of health and safety, ensuring (i) a safe and healthy work environment; and (ii) guaranteeing the proper functioning of the equipment, devices, systems and safety procedures to safeguard their personnel, their facilities and those of Third Parties; and providing suitable supervision and training for all their employees who work in potentially hazardous conditions.

9. Relations with the Public Authorities

The Third Parties undertake to maintain any action related to the Public Authorities governed by the principle of institutional respect, collaboration, integrity, standardisation and ethical compliance, respecting and fulfilling any resolutions and requirements issued by the same.

10. Bribery and corruption

Third Parties shall refrain from carrying out any kind of corruption or bribery in the public sector (authorities and public officials) and in the private sector (companies, organisations, entities or individuals that do not correspond to the States). They must specifically pay attention to avoid:

- Hand-outs or the promise of money in cash or, if applicable, cash equivalent (or example, cheques or gift vouchers) to national or international public officials or authorities, and also hand-outs or receiving money in cash or equivalent to or from Third Parties.
- The offer or giving any kind of hand-outs, gifts, presents or remuneration, of any class, to national or international public officials or authorities.
- Accepting or offering gifts or invitations to favour commercial relationships in which the Duro Felguera Group takes part.
- The offer, promise or delivery, either directly or indirectly, of any gifts or invitations of an excessive economic value and which surpass regular practices and uses, or which are aimed at compensating for an advantage or unjustified or illegal benefit.
- Third Parties shall comply with all the Group's behaviour guidelines and principles on **bribery and corruption** contained in the Code of Conduct

and Bribery and Corruption Policy of the Duro Felguera Group, published on the corporate web site.

11. Relationship with other Third Parties

The commercial relationships of Third Parties shall be based on the principles of legality, impartiality, objectivity and transparency, especially as regards fixing the economic conditions. They shall also avoid relations with other Third Parties that do not have a good reputation and do not evidence a culture of complying with the regulations.

Third Parties shall not sub-contract services or deliver goods agreed with the Group without its previous and written approval. In those cases where their sub-contracting is authorised, Third Parties shall be responsible for supervising and ensuring that these are carried out complying with the contractual obligations assumed with the Group and with the behaviour guidelines and principles set out in this Code.

12. Conflicts of interest

Third Parties shall guarantee that, in the framework of the commercial relation, business or collaboration with the Duro Felguera Group, there is no situation that could produce a conflict of interest with the Group adopting all measures in their reach to detect them and immediately report any possible situation to the Duro Felguera Group.

13. Commitment to the market

Third Parties undertake to reach their business goals through ethical, legitimate and legally irreproachable means and to apply a regime of fair and balanced competition.

14. Protection of Third Party industrial and intellectual property rights

Third Parties shall at all times respect Third Parties' industrial and intellectual property.

15. Prevention of smuggling and drug trafficking

Third Parties undertake to respect current laws and regulations in the field of imports and exports, and also the regulations which govern the community sales, promoting good action practices. When transport services are provided to the Group by Third Parties, they shall guarantee they have taken the necessary measures to prevent the use of these services for the trafficking and distribution of toxic drugs, narcotics or psychotropic drugs.

16. Commitment to the Environment

Third Parties shall ensure they comply with the criteria of respect of the environment and, in particular, they undertake to:

- Comply with the legal regulations with regard to the environment and to minimise the harmful effects for the environment and in particular, respect of the activities that are conducted in the performance of their commercial relation, business or collaboration with the Group.
- Promote and foster the protection and preservation of the Environment by means of on-going improvement.
- Include the concept of sustainability when taking, evaluating the impact of its activity in the areas where they operate. Third Parties shall encourage the improvement in energy efficiency and reduction in the consumption of natural resources, favouring the use of technology and practices that reduce a negative environmental impact.
- Carry out their activities always in accordance with valid law on organisation and urban development.

17. Protection of information

Third Parties undertake:

- In the framework of their relations with the Group, to obtain or accept from other Third Parties commercial or market information without infringing the legal rules or private covenants established or agreed for its protection.
- To guarantee confidentiality of the Group's information to which they have access and which should solely be used in the interest of the Group or whenever they are expressly authorised by the Group. The obligation to confidentiality shall remain in force even after the commercial relationship, business or collaboration with the Group has ended.
- Not to use or to illegally notify the privileged information of the Group to which they have access. Not to use it in their own benefit or in that of other Third Parties.
- To adopt all the necessary measures to protect and safeguard the confidential, privileged or reserved and personal information of the Duro Felguera Group to which they have access in the implementation of their activities. Third Parties shall immediately report any incident to the Group that may imply an unauthorised access, dissemination or loss (potential) of such information.
- To respect and fulfil the data protection regulations and to actively contribute to guaranteeing that personal data is not accessible to unauthorised persons.

18. Financial and accounting transparency

Third Parties undertake to ensure the reliability and accuracy of the financial data which is publicly sent to the market in accordance with the applicable legal regulations and, consequently, to take all the necessary measures to make the accounting of the operations faithful.

19. Prevention of money laundering and the financing of terrorism

Third Parties shall not take part in activities, business or operations that could implicate the Duro Felguera Group in money laundering operations. In addition, they must comply with the obligations relating to money laundering and the financing of terrorism set out in valid applicable laws in each country, in addition to the Spanish laws.

III.COMPLIANCE WITH THE THIRD PARTY CODE OF CONDUCT

20. Notifying enquiries and infractions of the Code: The Ethics Line

Third Parties may notify potential breaches in the Code of Conduct, the Bribery and Corruption Policy or this Code by means of the Ethics Line web site: <https://whistleblowersoftware.com/secure/LíneaÉticaDuroFelguera> and ask about doubts and make enquiries about the application or interpretation of the Code using the e-mail address dcn@durofelguera.com.

21. Non-fulfilment and infractions

The non-fulfilment by these Third Parties in the behaviour principles and guidelines established in the Code of Conduct, the Bribery and Corruption Policy, this Code and/or their contractual obligations, will give rise to the respective actions or measures in accordance with the agreement completed between the parties or the legal provisions that govern the relationship, including any applicable decision and/or indemnity measures.

22. Notification and dissemination

Third Parties will be responsible for notifying their employees and representatives of the behaviour guidelines and principles implemented in this Code, as well as the obligation to comply with them during the commercial relationship, business or collaboration they hold with the Group.

The Duro Felguera Group reserves the right to supervise and to verify the compliance of this Code by its Third Parties, and the Third Parties undertake to permit the verifications to be made as correspond in this respect.



IV. APPROVAL

23. Coming into force

The Board of Directors of Duro Felguera has approved this Third Party Code of Conduct on the 15 February 2022.

ANNEX I.- THE THIRD PARTY'S DECLARATION OF COMMITMENT

Mr/Ms. _____, of legal age, with National ID Document (DNI) no. _____, who intervenes for and on behalf of the company _____, with Tax ID Code (CIF) no. _____ and address at _____ (hereinafter, "_____"), in his/her status as _____, hereby and for all the appropriate legal effects, states that:

- The Duro Felguera Group has issued [...] a copy of its Third Party Code of Conduct, its contents and scope thereof. He/she likewise states that he/she has been informed that the Group's Code of Conduct and the Bribery and Corruption Policy are published on the Group's corporate web site, and he/she undertakes to fulfil its behaviour guidelines and principles.
- **Option A (only applies to legal entity):** [...] has designed and implemented its own penal risks prevention model and code of conduct applicable to its activity [**if applicable, include:** and to that of all the companies that belong to its business group] and it counts on suitable controls for the prevention and/or mitigation of the risks of corruption, money laundering and tax fraud, *inter alia*. The Model implemented by [...] incorporates and respects the behaviour guidelines and principles that are established in the above-mentioned regulations of the Group.
- **Option B (applicable to legal entity or individual person):** [...] adheres to the Third Party Code of Conduct, the Bribery and Corruption Policy and the Code of Conduct of the Duro Felguera Group, and undertakes to fulfil the behaviour guidelines and principles set out in the above-mentioned regulations of the Group.
- [...] undertake to immediately notify [indicate the company of the Duro Felguera Group that completes the contract] with regard to any infraction or non-fulfilment of the Code of Conduct, of the Bribery and Corruption Policy and of the Code of Conduct of Third Parties, including any information or trace of any offence having been committed in the framework of the commercial relationship, business or collaboration with the Group. These notifications will be made through the persons and means set out in the contract which binds them and/or through the Ethics Line: <https://lineaetica.durofelguera.com/>. In addition, [...] undertakes to collaborate with [indicate the company of the Duro Felguera Group that completes the contract] in the investigation which will be carried out in this respect.
- The employees or representatives of [...], with decision capacity or powers of organisation and control within it, are not involved in a state of conflict of interest with the Duro Felguera Group. During the effectiveness of the contract, [...] undertakes to notify the Duro Felguera Group of any change which may take place in this respect subsequent to completing the contract.

In _____, on _____ of _____ of _____.
[Signature]