



合同保证¹ [Contractual Agreement]

供应商的确认 [SUPPLIER Confirmation]

供应商已收悉 thyssenkrupp 《供应商行为准则》4.1 版本（SCoC），并了解内含的 thyssenkrupp 对其之期望。

The SUPPLIER has received and acknowledged the thyssenkrupp Supplier Code of Conduct 4.1 (SCoC). It has understood what thyssenkrupp expects of it, as outlined in said document.

供应商的保证 [SUPPLIER's Undertaking]

供应商在此承诺，遵守 thyssenkrupp 《供应商行为准则》中与保护人权与环境相关的期望，并对其供应链中存在的问题积极加以整改。

The SUPPLIER hereby undertakes to comply with all human rights-related and environmental expectations of thyssenkrupp, as outlined in the thyssenkrupp Supplier Code of Conduct, and to address these expectations appropriately throughout its supply chain.

供应商的合作义务 [Obligation of the SUPPLIER to Cooperate]

1. 为了确保供应商遵守《供应商行为准则》中所述的保护人权与环境之期望，供应商承诺参加必要的培训及再教育。

The SUPPLIER undertakes to attend any necessary trainings and professional development programs in order to enforce its assurance of compliance with the human rights-related and environmental expectations stated in the SCoC.

2. 为了对 thyssenkrupp 《供应商行为准则》中所述的保护人权与环境之期望的遵守情况进行检查，供应商承诺在其公司内建立长效监管机制，并根据要求向客户披露信息。供应商的监管机制也应适用于对其次级供应商的审查。如果客户对供应商建立的监管机制的适度性存有合理怀疑，供应商同意采取客户向其建议的适当补充措施，让保护人权与环境之期望得以遵守（改进措施）。客户有权进行现场视察和实施供应商可持续发展审计，以便在必要时能够确定供应商及其次级供应商是否遵守 thyssenkrupp 保护人权与环境之期望。

The SUPPLIER undertakes to permanently set up appropriate control mechanisms at its company for the purpose of monitoring compliance with the human rights-related and environmental expectations of thyssenkrupp stated in the SCoC and to disclose such mechanisms to the CUSTOMER on request. The SUPPLIER's control mechanisms shall also enable inspections of its own subcontractors. Where the CUSTOMER has legitimate doubts about the suitability of the control mechanisms set up by the SUPPLIER, the SUPPLIER agrees to take the reasonable measures recommended by the CUSTOMER in order to ensure compliance with the human rights-related and environmental expectations (improvement measures). The CUSTOMER is entitled to carry out on-site inspections and sustainability audits at the SUPPLIER'S premises in order to assess, where necessary, the compliance of the SUPPLIER and its subcontractors with the human rights-related and environmental expectations of thyssenkrupp.

3. 如供应商和客户有真凭实据，表明供应商自身或其次级供应商（应承担责任人）可能做出了违反 thyssenkrupp 保护人权与环境之期望的行为，需立即通知对方。如遇此种情况，供应商将

(1) 应客户的要求出具相关意见（必要时还包括提交证据）。出具的意见还必须包括可能涉事的次级供应商（应承担责任人）。

(2) 通知客户其针对自身和/或可能涉事的次级供应商（应承担责任人）制定了哪些适当的预防措施或补救措施。

SUPPLIER and CUSTOMER will each inform each other without delay as soon as they have actual indications which make a violation of a human rights-related or environmental expectation of thyssenkrupp by the SUPPLIER itself or by sub-suppliers of the SUPPLIER (RESPONSIBLE PARTY) appear possible. In this case, the SUPPLIER shall notify CUSTOMER of the following

- (1) submit a statement to this effect (including evidence, if applicable) after being requested to do so. The statement shall include any affected sub-suppliers of the SUPPLIER (RESPONSIBLE PARTY).
- (2) state which appropriate preventive measures or remedial measures it has taken vis-à-vis itself and/or the sub-supplier (RESPONSIBLE PARTY) affected, if any.

4. 如果即将出现违反 thyssenkrupp 保护人权与环境之期望的行为，供应商应采取适当措施以杜绝此类情况的发生。供应商应告知客户其所采取的防范措施，并在必要时根据客户的建议加以补充。

If a breach of a human rights-related or environmental expectation of thyssenkrupp is imminent, the SUPPLIER will take appropriate measures to prevent the breach. The SUPPLIER will inform the CUSTOMER of the preventive measures taken and – where necessary – extend them to incorporate any recommendations of the CUSTOMER.

5. 供应商必须立即制止已出现的违反 thyssenkrupp 保护人权与环境之期望的行为，即便无法制止，也应尽量将危害降至最低；如果违规行为发生在供应链中，供应商应立即责令其供应链中违规行为的应承担者停止此等行为，或者至少减少此等行为带来的不利影响。供应商应告知客户其所采取的措施。

The SUPPLIER must immediately end, or at least minimize, any breach of a human rights-related or environmental expectation that has already occurred; if the breach has occurred within its supply chain, the SUPPLIER will immediately require the RESPONSIBLE PARTY to end the breach or, at the least, significantly minimize the effects of the breach. The SUPPLIER will inform the CUSTOMER of the taken measures.

6. 如果供应商事后无法制止出现的违规行为，其有义务制定计划以制止违规行为或将出现的违规行为所带来的影响降至最低，包括具体的时间表，以便与客户就此达成一致并付诸实施。供应商有义务遵守约定一致的时间表中所述的期限，并向客户提供相应的实施证明。客户有权要求供应商对计划补充其他客户认为必要的措施；这类补充措施如合理且适用，供应商有义务将其纳入计划中并相应付诸实施。

If the SUPPLIER is unable to end the breach in the foreseeable future, the SUPPLIER is obligated to draw up a plan for ending or minimizing the breach, including a specific schedule for doing so, to agree upon this plan with the CUSTOMER, and to implement the plan accordingly. The SUPPLIER undertakes to meet the deadlines in the agreed-upon schedule and to provide the CUSTOMER with corresponding proof of implementation. The CUSTOMER is entitled to demand an extension to the plan that by the SUPPLIER to include any further measures that are necessary in the opinion of the CUSTOMER; the SUPPLIER is obligated to incorporate these supplementary measures into its plan, insofar as they are appropriate, and to implement them accordingly.

冲突矿产方面的供应商注意义务 [Duty of Care of the SUPPLIER in Respect of Conflict Minerals]

供应商在收到其冲突矿产供应商的说明或文档（如冲突矿产报告模板（CMRT）或冶炼厂清单）后应告知客户，并主动提供此等信息。

The SUPPLIER must notify the CUSTOMER as soon as it receives information or documentation (e.g., the CMRT or a smelter list) pertaining to conflict minerals from its suppliers and must make this information available without request.

供应商不遵守义务的后果 [Consequences of a Breach of Obligation by the SUPPLIER]

如果供应商未遵守 thyssenkrupp 保护人权与环境之期望，或者未履行或未完全履行或未按期履行就此约定的注意义务，并且违规行为情节严重或反复出现，客户有权自行决定全部或部分终止与供应商签署的单个合同或全部合同。

In the event that the SUPPLIER fails to comply with the human rights-related and environment-related expectations of thyssenkrupp or if it does not meet its agreed-upon duty of care obligations in this regard, or fails to meet these obligations in full or on time, and if such breach constitutes a serious or repeated breach, CUSTOMER, at its own discretion, is entitled to terminate individual or all contractual relationships with the SUPPLIER, either in whole or in part.

供应商的公司相关信息 [Company Details of the SUPPLIER]

供应商名称 / Name of SUPPLIER

地址 / Address

国家 / Country

生产国 / Production countries

地点，日期 / Place, Date

签名² / Signature(s)

¹本合同协议以中英文书就，两种文字具有同等效力，如有争议，以英文版本为准。

This Contractual Agreement shall be written in Chinese and English. Both languages are equivalently valid. If any disputes arise, the English edition shall prevail.

²本声明必须由供应商正式授权、且已达到可实施代表权之人数的代表亲手签署。另请以机打字样注明签署者的姓名。

This declaration must be signed personally by duly authorized representatives of the SUPPLIER in sufficient number to represent their company. Please also type the names of the signatories in block letters.