

SUPPLIER Confirmation

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.

SUPPLIER's Undertaking

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.

Obligation of the SUPPLIER to Cooperate

1. 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. 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. 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. 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. 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. 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.

Duty of Care of the SUPPLIER in Respect of Conflict Minerals

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.

Consequences of a Breach of Obligation by the SUPPLIER

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.

Company Details of the SUPPLIER

Name of SUPPLIER

Address

Country

Production countries

Place, Date

Signature(s)*

*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.