Supplier Code of Conduct

F&K Maschinenbau GmbH & Co. KG · KILIC Gruppe
As of: 27 October 2026 | Version: COC-2026-10-27-R4

Supplier code and contractual annexes. This Code sets out our requirements for suppliers. It applies upon express contractual agreement in version COC-2026-10-27-R4. Annex A contains the incorporation agreement. Annex B contains terms for development orders that must be agreed separately. Publication or a supplier application alone does not create a binding contractual obligation.

English translation of the German document, version COC-2026-10-27-R4. Translation dated 27 October 2026.

1. Scope and proportionate requirements

1.1 This Code is addressed to companies that offer or supply services or products to F&K Maschinenbau GmbH & Co. KG, Bunsenstraße 9-11, 51145 Cologne, Germany. The contracting party is F&K Maschinenbau GmbH & Co. KG; the designation KILIC Gruppe does not identify an additional contracting party. Following express incorporation, the requirements below apply as contractual obligations of the supplier in connection with the relevant order or the expressly specified business relationship.

1.2 The nature and extent of the required measures and supporting evidence depend on the service offered, the production or service location, the severity and likelihood of specific risks and the supplier's reasonable ability to exert influence. This Code does not require a blanket guarantee of the conduct of all companies in a global supply chain.

1.3 Mandatory law and individual agreements take precedence. Specific, validly agreed order-related terms take precedence over this Code in respect of the matters expressly governed by those terms. Identifiable inconsistencies must be clarified before the affected services are performed. New versions apply only upon a further agreement. Annex A serves to incorporate the Code; the development terms in Annex B require a separate express agreement for the relevant development order.

2. Legal compliance, integrity and fair competition

2.1 Suppliers comply with the laws applicable to their activities and the respective delivery. Bribery, acceptance of bribes, extortion, fraud, money laundering, terrorist financing and anti-competitive agreements are prohibited; direct or indirect participation is not permitted. This also includes offering, granting, requesting or accepting unlawful facilitation payments. Gifts, invitations and other benefits must not improperly influence decisions. Actual or potential conflicts of interest relating to our collaboration must be disclosed to the responsible contact person at an early stage.

2.2 Business records, inspection reports, information on origin and certificates must be accurate and must not be falsified. Applicable sanctions, export control and customs regulations must be observed. Required authorisations and information necessary for lawful performance must be obtained within each party's respective area of responsibility. If relevant legal impediments to delivery become apparent, the other contracting party must be informed without undue delay, to the extent legally permissible.

3. Human rights and fair working conditions

3.1 Suppliers respect internationally recognised fundamental labour rights. Forced labour, human trafficking, debt bondage and unlawful child labour are not accepted. Employment must be voluntary. Identity documents must not be retained as a means of coercion; workers must not be tied to employment through unlawful recruitment fees or comparable debts.

3.2 The minimum age for employment and compulsory education requirements at the place of employment must be observed. The relevant standards of ILO Conventions No. 138 and No. 182, including their permitted exceptions, also apply. Hazardous work and the worst forms of child labour are prohibited for minors in accordance with those standards. Lawful vocational training and protected employment of young people remain permissible. If unlawfully employed children are identified, protection and appropriate remediation must be arranged; no measure may increase the risk to them.

3.3 Working hours, rest periods, breaks, remuneration and social benefits must meet at least the applicable statutory requirements and binding collective agreements. Wages must be paid correctly and on time. Discrimination, harassment, violence and degrading treatment are prohibited. Freedom of association and the right to collective bargaining must be respected within the applicable legal framework and the relevant international labour standards. Workers must not suffer reprisals for lawfully exercising their rights.

3.4 In connection with their order-related activities, suppliers respect the human rights of affected persons and communities. Particular protection needs, especially those of children, women, migrant workers and indigenous communities, must be taken into account in risk assessments and protective measures. Unlawful forced evictions and the unlawful taking of land, forests or waters whose use secures people’s livelihoods are prohibited. When using private or state security forces, suppliers take appropriate selection, instruction and monitoring measures within their sphere of influence to prevent human rights violations, particularly unlawful violence.

4. Occupational health and safety

4.1 Suppliers identify and assess workplace hazards and implement suitable protective measures. These include safe machinery and working procedures, necessary instruction, appropriate personal protective equipment, safe handling of hazardous substances, and emergency, fire protection and first-aid measures. They also include adequate sanitary facilities and access to drinking water.

4.2 It must be possible to raise safety concerns without unlawful disadvantage. Accidents and relevant near misses must be appropriately evaluated so that their causes can be eliminated and protective measures improved. When working at our sites, the agreed local safety and access rules must also be observed.

4.3 Suppliers define responsibilities for occupational health and safety, organise the necessary instruction and review the effectiveness of their protective measures regularly and following significant changes or relevant incidents. Identified deficiencies, measures, responsibilities and completion are documented in a traceable manner. Their scope and design reflect the actual hazards and operational circumstances. No particular certification is required by this provision.

5. Environment, resources and emissions

5.1 Suppliers comply with the environmental regulations and permits applicable to their sites, processes and products. Waste, wastewater, emissions and hazardous substances must be handled properly. This applies in particular to surface treatment, coating, cleaning and heat treatment. Information on materials and substances, for example under REACH or RoHS, must be provided insofar as the respective regulation applies to the specific delivery.

5.2 Energy, water and raw materials must be used appropriately. Suppliers take measures to reduce avoidable emissions and waste that are proportionate to their operations and environmental impacts. Environmental and CO_2 claims must be transparent and substantiated. Where corresponding indicators are agreed in the order or requested on a risk-related basis, the reference unit, reporting and comparison periods, system boundaries, calculation method, and material estimates and data gaps must be disclosed.

5.3 This Code establishes neither a general obligation to achieve climate neutrality nor a blanket certification requirement. Nor does it confirm any particular environmental performance of a supplier or of our company. Declarations of conformity that are not applicable are not required.

5.4 Suppliers organise the implementation of their environmental obligations with clear responsibilities and appropriate procedures. They instruct the employees concerned, review the effectiveness of their measures regularly and following significant changes or relevant incidents, and track necessary improvements with assigned responsibilities and deadlines. Documentation must be appropriate to the nature, scope and environmental impacts of the activities. No particular certification is required by this provision.

6. Quality, product safety and traceability

6.1 Suppliers meet the agreed technical requirements and ensure appropriate inspection planning, suitable and monitored measuring equipment, and traceable records. The scope and retention period of documentation and the required traceability depend on the product, applicable statutory requirements and the respective agreement. Materials, drawing revisions, tolerances, surfaces and inspection certificates are specified in the order.

6.2 Changes to agreed products, materials, manufacturing processes or named subcontractors that may affect agreed characteristics, safety or supporting evidence require our approval in text form before implementation. Identified quality and safety risks, relevant delivery deviations, and suspected counterfeit parts or inaccurate supporting evidence must be reported to the responsible contact person without undue delay and addressed through appropriate corrective action.

7. Confidentiality, data and rights in development results

7.1 Non-public drawings, technical data, programs, prices and other information recognisable as confidential may be used only to perform the order and must be protected against unauthorised access. Access may be granted only to persons needed for the task who are subject to appropriate confidentiality obligations. Disclosure to authorised subcontractors requires corresponding protective measures. Lawful reports and disclosures under clause 10 remain unaffected.

7.2 Personal data may be processed only on a lawful basis and to the extent necessary. Access rights, data backup and technical safeguards must be appropriate to the actual risk. Security incidents that may affect our data or orders must be reported to us without unreasonable delay after becoming known, insofar as notification is legally permissible. The initial information may be provisional and must be supplemented with available material findings. Statutory reporting obligations remain unaffected.

7.3 Rights in development results must be expressly agreed. Annex B contains supplementary terms on documentation, software and rights of use for this purpose. It applies only upon a separate express agreement for the relevant development order. The Code alone does not transfer any ownership, patent rights or copyright rights of use. Existing rights of both parties and of third parties otherwise remain unaffected.

7.4 After completion of the order, confidential information provided, including copies, must be returned or securely deleted on request. Statutory retention obligations and legitimate obligations to retain evidence remain unaffected; retained data remains protected and restricted to its purpose. Confidentiality continues beyond the end of the contract for as long as the information remains confidential. Lawful reports and disclosures under clause 10 remain permissible.

8. Cooperation in the supply chain

8.1 Suppliers appropriately communicate order-relevant requirements to the business partners they use and investigate identifiable human rights, environmental or quality-related risks. Measures and supporting evidence depend on the specific risk, its significance for the delivery and the reasonable ability to exert influence.

8.2 Our statutory due diligence obligations remain with us. This Code does not transfer that responsibility to suppliers or extend the statutory scope of the German Supply Chain Due Diligence Act or other regulations. The supplier's own statutory obligations remain unaffected. Contractual cooperation is agreed on a proportionate basis in relation to the order and the risks involved.

8.3 When procuring raw materials relevant to the order, particularly metals and minerals, suppliers appropriately identify and assess risks of serious human rights violations, corruption, financing of armed groups and significant environmental harm. Where risks are identifiable, they take appropriate preventive and remedial measures within their sphere of influence and monitor their effectiveness. Origin, processing and available evidence must be clarified in light of the relevant risks; conflict-affected and high-risk areas require particular attention. Additional evidence of origin and due diligence may be required for raw materials associated with risks or for particular product and customer requirements. Requests must have an objective connection with the delivery and remain limited to necessary information. Reliable evidence already available must be taken into account. Clauses 1.2 and 8.2 remain applicable; this provision establishes neither a blanket guarantee for the entire supply chain nor an exclusion based solely on origin.

9. Supporting evidence and proportionate audits

9.1 An initial application must include the supplier questionnaire provided, completed in German or English. The core information marked as mandatory must be completed. If a mandatory item does not apply, this must be stated and, where necessary, explained; missing required evidence and other unresolved points material to the assessment must be identified. A company profile may be attached as additional information. ISO certification is not a blanket prerequisite for applying. Existing certificates must be stated with their correct scope and validity period. The scope and detail of further information are governed by clause 1.2. Specific mandatory evidence required for a product or order will be communicated and agreed before the order is placed.

9.2 Following contractual incorporation of this Code, we may request necessary and proportionate information and evidence to verify compliance in relation to the order. The reason, subject matter and scope must be explained. The request must take account of actual risks, existing findings and the effort required of the supplier. Equivalent current certificates, inspection reports or independent evidence must be taken into consideration. If these are sufficient, an additional on-site inspection is not required.

9.3 Where there are specific indications of material deviations, or a risk-related inspection is necessary and cannot be carried out using equivalent evidence, the supplier must enable a proportionate audit of the affected activities. As a rule, we will announce it at least five working days in advance and state the reason, scope and auditor. In the event of an acute material danger supported by specific grounds, the notice period may be shortened to the extent necessary to avert the danger. The supplier must then enable a suitable inspection without undue delay. No right of unannounced access is established.

9.4 Audits take place during normal business hours with minimal disruption; measures addressing acute dangers are agreed separately. Auditors are bound by confidentiality obligations; legitimate objections, particularly to direct competitors, are taken into account. Statutory restrictions on access, data protection, workers' rights and third-party trade secrets remain protected. Data that is not required may be redacted or replaced by suitable evidence. Access is limited to relevant areas; original documents will not be removed. Each party bears its internal costs. We initially pay our external auditors; reimbursement is governed by clause 9.5.

9.5 In the event of a proven material breach for which the supplier is responsible, the supplier must reimburse the necessary and reasonable external costs caused by that breach for the incident-related inspection and any necessary follow-up inspection. Costs of routine inspections unrelated to an incident and duplicate reimbursements are excluded. Further statutory claims remain unaffected.

10. Reporting concerns and protection of reporting persons

10.1 Organisational questions about this Code may be directed to info@fk-mb.de or by telephone to +49 2203 93538 40. This general business address is not a dedicated confidential or anonymous whistleblowing system. Confidential reports and sensitive personal information should not be sent to this general inbox. No details of a suspicion are required for an organisational enquiry about an appropriate contact person.

10.2 Legally protected reports to competent internal or external reporting bodies, authorities, courts or other legally permissible recipients require neither our consent nor prior contact with us. The same applies to legally protected disclosures and the lawful involvement of employee representatives. Confidentiality obligations under this Code do not restrict these rights. We do not require an internal reporting channel to be used before a permissible external channel. Information on responsibilities and reporting channels is available from the federal external reporting office at the German Federal Office of Justice.

10.3 Suppliers must not disadvantage persons or threaten them with disadvantage because of a report protected under the statutory requirements. Objectively justified concerns raised in good faith must also be treated fairly. Reports must be reviewed appropriately and with due regard for the rights of the persons concerned. This Code does not replace any whistleblowing or complaints procedure required by law.

10.4 Suppliers provide their employees with a suitable, accessible and confidential reporting channel for possible breaches of this Code. They provide understandable information on access, the responsible body and the handling of reports. The channel must enable an appropriate examination and ensure the protection against disadvantage under clause 10.3. It may be provided by a suitable internal body, an appointed third party or a shared facility, to the extent permitted by the applicable statutory requirements. Responsibilities, access rights and confidential handling must be defined; the rights of the persons concerned and data protection must be respected. The organisational arrangement reflects the supplier’s size, activities and risks. Procedures required by law and the freedom to use the reporting channels under clause 10.2 remain unaffected. Upon an objectively justified request, F&K receives information on the procedure and the responsible function; personal information relating to individual cases may be transmitted only to the extent necessary and legally permissible.

11. Remediation and consequences of material deviations

11.1 Where there are substantiated indications, the supplier will be given an opportunity to comment. Identified deviations must be assessed according to their cause, severity and urgency. The supplier must take necessary and reasonable immediate measures without undue delay and submit a verifiable remediation plan with responsibilities and deadlines within a period appropriate to the risk. It must implement the necessary remediation and demonstrate its effectiveness upon a reasonable request.

11.2 If a material breach creates a specific immediate danger to life, health, the environment or our trade secrets, or if continued performance would cause us to commit a legal violation, we may require the temporary suspension of directly affected services that have not yet been performed. This requires that no equally effective, less restrictive measure is available. We will communicate the reasons and scope in text form without undue delay and lift the measure as soon as its conditions cease to apply. It is limited to the necessary scope and duration. Claims for remuneration and damages are governed by law and the other valid contractual terms.

11.3 In the event of a serious breach of material obligations under this Code, we may terminate the affected contract for good cause, in whole or, for separable services, in part, with prospective effect, if

continuation cannot reasonably be expected of us after weighing both parties' interests. As a rule, a reasonable period to remedy the breach must first have expired without success or a warning must have been given without success; statutory exceptions remain applicable. Good cause may exist in particular in cases of corruption connected with the order, intentional falsification of safety-relevant evidence or a serious violation of trade secrets. The circumstances of the individual case are decisive. Termination must be declared within a reasonable period after the grounds become known. Statutory rights of rescission and termination remain unaffected.

11.4 Responses must be proportionate. Minor deviations or deviations remedied without undue delay do not create an automatic right to terminate. Services already performed and existing claims are settled in accordance with law and the valid contractual terms. Statutory claims for damages remain available. New orders that have not yet been promised may be declined, subject to existing obligations under framework arrangements. This Code does not establish a blanket contractual penalty.

12. Application and contractual incorporation

12.1 By submitting a supplier application, the applicant confirms that they have read this Code and that, to the best of their knowledge, the information provided is correct and the required core information under clause 9.1 is complete. Information not marked as mandatory may be left blank. Non-applicability, missing evidence, material unresolved points or deviations must be explained clearly in accordance with clause 9.1; such an explanation is not an assurance that a requirement not yet met has already been fulfilled. An application creates neither an order nor an entitlement to approval or to being awarded an order. Acknowledgement of having read the Code alone does not replace contractual incorporation.

12.2 Binding incorporation takes place by express agreement referring to COC-2026-10-27-R4, for example using Annex A. The complete version must be provided before the contract is concluded. A mere acknowledgement of having read it is insufficient. Consent and the agreed version must be documented in a traceable manner, for example by signature of both parties or an unambiguous agreement in text form. Existing contracts are amended only by a separate agreement. Annex B does not become part of the contract solely through incorporation of the Code.

Binding incorporation: Agree Annex A and attach the complete version. For development services, also expressly agree Annex B for the specific order.

Annex A · Incorporation agreement

Version: COC-2026-10-27-R4 · For agreement by both parties

A.1 F&K Maschinenbau GmbH & Co. KG, Bunsenstraße 9-11, 51145 Cologne, Germany, and the supplier identified below agree that the attached Supplier Code COC-2026-10-27-R4, clauses 1 to 12, forms part of all supply contracts, service contracts and contracts for work entered into between them after this agreement is concluded. Contracts already concluded are not amended. No minimum purchase obligation or exclusivity is established.

A.2 The supplier confirms receipt of the complete version before concluding this agreement and agrees to its contractual application. This includes in particular the inspection and cost provisions in clause 9 and the measures and termination rights in clause 11. Individual agreements and specific order-related terms take precedence in accordance with clause 1.3.

A.3 The development terms in Annex B are excluded from this incorporation. They apply only upon a separate express agreement for the development order specified in each case. Signing this Annex A alone does not result in a transfer of rights in development results.

Supplier: full company name and legal form

Supplier's business address

For the supplier	**For F&K Maschinenbau GmbH & Co. KG**
Place / date	Place / date
Name / position	Name / position
Signature	Signature

Agreement in the PDF

Annex A of the PDF contains fields for the supplier's full company name and legal form and its business address. Separate fields for place / date, name / position and signature are provided for both contracting parties.

Contact	Details
Contracting party	F&K Maschinenbau GmbH & Co. KG Bunsenstraße 9-11 · 51145 Cologne · Germany
Questions about the Code	info@fk-mb.de · +49 2203 93538 40
Data protection	Sascha Kertz, Data Protection Officer mail@2-xs.com
Website	www.kilic-gruppe.com

Annex B · Supplementary terms for development services

Version: COC-2026-10-27-R4 · Only upon separate express agreement

This Annex is intended for the development order identified in the order or contractual confirmation. Its application is agreed by express incorporation into that order or by both parties signing the contractual confirmation.

Development order / project and order number

Supplier: full company name and legal form

Supplier's business address

B.1 Order and documentation. These terms apply only to development services that have been expressly commissioned for remuneration. The mere supply of standard products or manufacture to drawings provided is not sufficient. The order determines the scope of services and remuneration. The supplier must hand over the documentation created for the order that is necessary for the use, modification, manufacture and maintenance of the results, in its editable native format and a commonly used exchange format. Where software development is commissioned, this includes the source code created for that purpose, reproducible build instructions and the necessary documentation. Pre-existing and third-party components are governed by B.3.

B.2 Rights in newly created results. In respect of copyright-protected results newly created specifically for F&K under the order, the supplier grants F&K, upon full payment of the agreed remuneration attributable to the respective result, an exclusive, worldwide right of use for the duration of statutory protection for the agreed product or project purpose, including successor versions and further developments. This includes use, reproduction, modification, further development, combination with other results, production and manufacture by third parties, as well as distribution, rental, maintenance and repair. F&K may transfer the rights required for these purposes to customers and commissioned development, manufacturing or service partners, or grant them sublicences. The supplier consents in advance to such transfer or sublicensing within the agreed scope and obtains any necessary consents under B.5. The provisional permissions under B.6 apply before full payment. Mandatory rights of authors and statutory remuneration claims remain unaffected.

B.3 Pre-existing components and third-party licences. Pre-existing tools, standard modules, methods and general expertise remain with their respective rights holders. Insofar as the supplier's own pre-existing components are necessary to use the results, the supplier grants F&K, upon payment under B.2, the non-exclusive rights required for that purpose within the temporal, territorial and substantive scope of B.2; separate exploitation of those pre-existing components is not included. Until then, the provisional permissions under B.6 apply. Before the contract is concluded, the supplier must identify known third-party components and their licence terms. Restrictions envisaged subsequently require our consent in text form before use. This applies in particular to licences that restrict the agreed use or require disclosure of independent confidential F&K components. Where third-party licences have been properly disclosed and accepted, their terms apply.

B.4 Inventions, technical intellectual property rights and ownership. Inventions and technical results eligible for intellectual property protection newly created specifically for F&K within the agreed development order must be disclosed to F&K confidentially without undue delay. The supplier hereby assigns to F&K, subject to the condition precedent of full payment of the agreed remuneration attributable to the respective result, the transferable rights it holds in them, in particular the right to a patent,

application and priority rights and any resulting patents and utility models in Germany and abroad. If the supplier acquires necessary rights only later, the transfer takes effect no earlier than that acquisition; its obligations to obtain those rights under B.5 remain in place. The supplier's own pre-existing components, general expertise and results developed independently of the order are excluded from the assignment. For necessary pre-existing technical intellectual property rights owned by the supplier, F&K receives, upon payment under B.2, a non-exclusive, worldwide licence for the duration of protection and the purposes and onward grants under B.2; separate exploitation is not included. Before full payment, the permissions under B.6 also apply to the rights covered by this clause. F&K decides whether to file applications for protection of the results to be assigned; before transfer of the rights, the parties must coordinate any necessary measures to preserve deadlines in good time. The supplier must provide reasonable assistance with necessary application and assignment declarations and must not make any disclosure or disposition that jeopardises the agreed rights. F&K bears external filing, registration and maintenance costs for intellectual property rights obtained at its request, unless otherwise agreed. Mandatory employee-invention law and inventors' personal rights remain unaffected. Necessary third-party intellectual property rights and restrictions on use must be disclosed before the contract is concluded and expressly addressed. Ownership of specifically commissioned tangible work results passes to F&K upon handover and full payment of the remuneration agreed for them.

B.5 Chain of rights and confidentiality. Within its area of responsibility, the supplier must obtain in good time the rights and consents of its employees and subcontractors necessary to perform the contract, including authority for the agreed assignment and sublicensing. It must comply with statutory requirements for claiming and remunerating employee inventions and with mandatory rights of authors. Identifiable gaps or restrictions in the chain of rights must be disclosed and clarified with F&K before the affected component is used; this Annex does not extinguish undisclosed third-party rights. The supplier must not grant third parties rights incompatible with the exclusive rights or assignments promised. Use of confidential F&K documents for third-party orders remains prohibited. General expertise may continue to be used, subject to the agreed exclusive rights and trade secrets. If third-party claims alleging infringement of intellectual property rights become known, the parties must inform each other without undue delay and coordinate the necessary measures. Statutory claims for defects and damages remain unaffected.

B.6 Remuneration, provisional use and end of contract. The rights and documentation agreed here are covered by the development remuneration; the cost provision in B.4 remains unaffected. From handover in accordance with the contract, F&K receives provisional non-exclusive permission under the rights owed pursuant to B.2 to B.4, within the scope agreed there, for inspection, acceptance, testing and the productive use necessary to fulfil the contract. This includes, in particular, agreed manufacture by F&K and third parties, modification, further development, supply to customers and any transfer of rights of use or grant of sublicences to customers and development, manufacturing and service partners necessary for those purposes. These permissions apply in particular during an agreed payment term and where remuneration is legitimately withheld. They do not end automatically because of non-payment; ending them requires a valid rescission or termination of the affected contract in accordance with statutory requirements. The resulting rights of the parties and legally protected third-party rights remain unaffected. The final rights under B.2 to B.4 arise upon the respective payment. If the contract ends prematurely, rights already acquired in results for which remuneration has been paid remain in place, subject to statutory rights of restitution; unfinished services are settled in accordance with law and the project agreement. Termination on ordinary notice of licences already granted on a final basis is excluded; mandatory statutory rights remain unaffected. Individual agreements and specific terms on rights expressly agreed for this development order take precedence over this Annex.

Contractual confirmation

The parties agree supplementary terms B.1 to B.6 for the development order identified in this contractual confirmation. Both parties have received the complete Annex B before the contract is concluded. The commissioning party is F&K Maschinenbau GmbH & Co. KG, Bunsenstraße 9-11, 51145 Cologne, Germany.

The contractual confirmation in Annex B of the PDF contains fields for the development order / project with its order number and the supplier's full company name, legal form and business address. Separate fields for place / date, name / position and signature are provided for both contracting parties. The identified order and the complete terms B.1 to B.6 form one agreement.

Development order / project and order number

For the supplier	**For F&K Maschinenbau GmbH & Co. KG**
Place / date	Place / date
Name / position	Name / position
Signature	Signature