

APEM Group Supplier Code of Conduct

Reference	Version	Date released	Approved by
T1-CSF-001	01	25/01/2024	Leah McGimpsey, Chief Executive Officer
This code of conduct is communicated and published on the company website for all interested parties.			
This code of conduct is subject to periodic review and change to ensure it remains valid. The code of conduct may be reviewed when prompted by context, such as developments in legislation, industry practice, or the organisation.			
The live version of this code of conduct can be found on The Source and is the only version that is controlled. Any other versions either printed or embedded into other documents or web pages should be viewed as uncontrolled and as such may not necessarily contain the latest updates, amendments or linkages to other documents.			

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1. Purpose and scope

Purpose:	To establish a set of guidelines and expectations for suppliers that APEM Group engages with. It outlines the ethical, social, and environmental standards that suppliers are expected to uphold when conducting business with APEM Group.
Scope:	APEM Group

2. About this code

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to APEM Group. These core principles are reflected in this Supplier Code of Conduct (Code), which establishes the minimum standards that must be met by any entity that supplies products or services to APEM Group.

Our commitment to this code is reflected in every purchase and payment we make for Goods and Services. Besides this code, we also employ contractual agreements to outline the particulars of each contract and partnership, which are in addition to the obligations and expectations mentioned in this document.

3. Definitions and scope

Supplier - a company, partnership or individual that provides goods or services to APEM Group or one or more members of the APEM Group of companies.

Worker - any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

Representative - means the Supplier's suppliers (vendors, agents, and subcontractors who are involved in APEM Group's supply chain).

4. Who must comply with this code?

The Supplier shall comply with the Code and ensure that its Workers and Representatives engaged in work for APEM Group are also aware of this Code and comply with it.

SUPPLIER'S COMMITMENT

The Supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- It will report any concerns to APEM Group's Supply Chain lead (this is the requester who issued to you the supplier questionnaire).
- Any breach of this Code will allow APEM Group to terminate its relationship with the Supplier with immediate effect.

5. Normative References

The following policies offer further guidance and are available on the [company website](#).

- T1-GP-001 Health & Safety Policy (Statement of Intent)
- T1-GP-003 Group Environment Policy
- T1-GP-002 Group Quality Policy
- T1-GP-004 Group Anti-bribery and Corruption Policy
- T1-GP-006 ESG Policy
- T1-GP-007 Group Data Policy
- T1-GP-010 Modern Slavery & Human Trafficking
- T1-GP-020 Procurement Policy

6. Compliance with laws and regulations and priority of standards

In carrying out its agreement(s) with APEM Group, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable laws and regulations including those related to social and environmental. The supplier must also consider the jurisdiction where it or its Workers or Representatives operate not limited to the laws and regulations relating to issues addressed in this Code.

Competing standards shall be addressed as follows:

- a) If there is a conflict between any applicable laws or regulations, the provisions of an agreement with APEM Group and the provisions of this Code, the Supplier shall meet the most stringent standard.
- b) If there is a conflict between the provisions of an agreement with APEM Group and the provisions of this Code, the Supplier shall meet the standard as set out in the agreement.

7. Updating this Code

APEM Group has the right to modify this Code as required and giving the Supplier at least 30 days' notice in writing (writing includes email).

8. Workforce issues

Slavery, human trafficking and child labour. The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations in force in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

Human rights. The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.

Equal opportunities. APEM Group is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, sex, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

Freedom of association and collective bargaining. The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Working environment. The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK and Ireland health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

Wages and remuneration. The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- a) the minimum wage and benefits established by applicable law;

- b) collective agreements;
- c) industry standards; and
- d) an amount sufficient to cover basic living requirements.

9. Health & Safety

The supplier will have in place suitable arrangements for the management of health & safety at work. This includes, but is not limited to:

- A health and safety policy (documented if 5 or more employees) (UK) or a Health and Safety Statement (ROI) ;
- Carrying out suitable and sufficient risk assessment;
- Procedures for learning and improvement with regard to health and safety issues;
- Identification, provision and maintenance of suitable tools and equipment;
- Free of charge provision of PPE, defined as *all equipment, including clothing affording protection against weather, which is intended to be worn or held by a person at work and which protects that person against one or more risks to that person's health or safety, and any addition or accessory designed to meet that objective;*
- Provision of appropriate supervision and management support;
- Effective communication, adequate training and skills;
- Procedures to manage work demands, constraints and operational goal conflicts; and
- A method of investigating health and safety events, and implementing appropriate improvement actions.

As a minimum and unless otherwise agreed, Suppliers shall provide health and safety risk assessments to APEM Group for review upon request a minimum of 7 days prior to expected date of deployment. In Ireland, a copy of the Safety statement will also be required.

Suppliers shall report health and safety events to the relevant APEM Group Project Manager at the earliest opportunity (or in line with specific sub-consultancy agreements) and allow workers time to engage with APEM Group Event Learning reviews as required. Subcontractors are expected to meet regulatory reporting requirements, where relevant.

10. Data protection and information security

The Supplier shall comply with all local data protection laws and requirements when processing any personal data on APEM Group's behalf.

The Supplier shall have in place appropriate measures to:

- a) protect the integrity and confidentiality of information (including information belonging to or supplied by APEM Group) held on its systems (which include physical and online or electronic systems); and
- b) ensure that there is no unauthorised access of the information by third parties, including its Representatives.

11. Environmental responsibility

The Supplier shall ensure that:

- a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

The Supplier shall have in place an effective environmental management system or process for managing its environmental risks. As a minimum, the system should include and address the following:

- a) an assessment of the environmental impact of all historical, current and likely future operations;
- b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;
- c) measures to reduce the use of all raw materials, energy and supplies; and
- d) raising awareness and training workers in environmental matters.

12. Bribery and corruption

The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including but not limited to the Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- a) bribes, facilitation payments, kickbacks or illegal political contributions;
- b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- c) any other unlawful or improper payments or benefits.

13. Unfair business practices

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998), including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

14. Procuring and managing Representatives

When assessing the Supplier's performance against the requirements set out in this paragraph, APEM Group shall have due regard to the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.

With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of APEM Group's upstream supply chain. At a minimum, the due diligence must include the following:

- a) investigations into prospective Representatives' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment;
- b) risk assessments for countries from which materials, components or finished goods are sourced; and
- c) the prospective Representative's ability to meet the requirements and principles that are covered in this Code.

In its dealings with Representatives, the Supplier shall:

- a) ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- b) ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
- c) pay its Representatives promptly, in line with the agreed payment terms.

15. Training

The Supplier shall implement a system of training for its workers engaged in work for APEM Group to ensure that they are aware of the requirements of this Code.

The Supplier shall provide appropriate information, instruction and training to its workers with respect to the management of health and safety at work.

The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to APEM Group on request.

16. Certifying compliance and audit

The Supplier shall provide written confirmation to APEM Group via the supplier questionnaire every year that:

- a) it has appropriate systems in place to monitor its compliance with this Code; and
- b) it is able to comply with this Code for the duration of its relationship with APEM Group.

The Supplier shall provide any additional third-party or self-certifications that are reasonably required to demonstrate compliance with all applicable laws and frameworks within 5 working days of a written request from APEM Group.

In addition to the written confirmation above, APEM Group may conduct audits and inspections to verify the Supplier's compliance with this Code.

17. Self-monitoring and reporting breaches

The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to APEM Group.

The Supplier shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

18. Breach, remediation and termination

Where APEM Group becomes aware of a breach of this Code by the Supplier or its workers, APEM Group may either:

- a) immediately terminate its business relationship with the Supplier (including any contracts);
or
- b) require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code and present it to APEM Group within 7 days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, APEM Group may immediately terminate its business relationship with the Supplier (including any contracts).
- c) Reserve the right to report breaches of legislation to relevant authorities or regulators.

Where APEM Group becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, APEM Group may either:

- a) terminate its business relationship with the Supplier (including any contracts); or
- b) require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable time, APEM Group may immediately terminate its business relationship with the Supplier (including any contracts).

19. Registrations and Certifications

Where applicable, APEM requires its suppliers to maintain registrations, certifications, insurances or other relevant formal documentation which formed a part of requirement of their appointment.

The supplier must notify APEM Group when any of their registrations or certifications lapse or are changed. Insurance renewal documents must be provided to APEM Group

20. Modern Slavery

APEM is committed to preventing modern slavery practices in our operations and supply chain to ensure that we are supporting global efforts to improve the lives of all people on this planet. Our policy aims to outline the standards we aim to maintain to prevent modern slavery risks within our procurement practices by ensuring that our suppliers comply with the same rigorous standards that APEM holds itself accountable for.

Suppliers shall fully comply with applicable laws and human rights standards and ensure no forced labour is taking place in its own supply chain.

Suppliers shall check employees have the right to work in any country it operates it and report any issues or suspicions in relation to modern slavery and breaches to human rights to the relevant authority.

21. Resilience

The Group understands how disruptive and volatile times can impact our operation and the operations of our supply chain. We undertake the relevant due diligence during sourcing and are committed to ensuring all our suppliers abide by our resilience obligation.

Suppliers should fully be compliant with all current EU, UK, US and international sanctions as well as the ongoing commitment to monitor and maintain compliance.

Suppliers should not trade directly or knowingly have direct association with any regimes, entities, or individuals subject to any sanctions in the EU, UK, US and international sanctions list.