

# Sustainability Charter

for suppliers

energy  
3000

solar

Full of energy for our next generation





# ACT

## for a sustainable value chain

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Energy3000 solar GmbH and its employees work every day to combine economic performance with social responsibility. Energy3000 solar GmbH is committed to promoting **good working conditions, environmental protection, and ethical principles throughout its value chain.**

The procurement of Energy3000 solar GmbH plays an important role in the company's strategy for sustainable development and contributes positively to the economic, social, environmental, and societal performance of its partners. As a key distributor, Energy3000 wants to ensure that the equipment and solutions offered to customers meet the high standards of sustainable development that the company is committed to.

**The Supplier Sustainability Charter sets out Energy3000's expectations towards its suppliers, service providers and sub-contractors.** Energy3000 and its employees are committed to complying with these principles. The charter thus represents the cornerstone for sustainable business relationships and should be integrated into the purchase contracts as standard. This approach creates value for everyone and **requires continuous commitment from employees, the company, and their trading partners.** It allows to strengthen relationships of trust between Energy 3000 and its partners, especially suppliers and customers

# BUILDING

of sustainable relationships  
to our suppliers

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Energy3000 shares with all its partners a great responsibility for sustainable development in the electrical industry. The Company requires its suppliers, service providers and subcontractors (the "Suppliers") to adhere to the principles of the Sustainability Charter. This charter establishes the commitments regarding ethics, respect for human rights, protection of workers' rights, environmental protection and compliance with relevant laws and regulations that Energy3000 expects its suppliers to comply with.





By agreeing to this charter, the Supplier undertakes to follow and implement all the principles set out therein in compliance with its contractual obligations and to have them followed and implemented by its own suppliers, service providers and subcontractors, as well as to comply with the relevant laws and regulations. In case of a breach of the provisions of the Charter, the business relationship with the Supplier can be reviewed, and corrective measures can be taken, subject to the provisions of the respective contract or contracts.

For its part, Energy3000 undertakes to observe and implement all these basic principles, as well as to implement them through its own suppliers, service providers and subcontractors, as well as to comply with the relevant laws and regulations. The Company has made sustainable development an engine for its growth and implements these principles every day in its business activities. These efforts are recognized by numerous independent organizations. Energy3000, which has substantiated the progress-oriented approach through its code of ethics and its environmental charter, would like to support its Suppliers as far as possible with a process for the continuous improvement of their performance in sustainable development.



# HUMAN RIGHTS

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## 1. Child labour

In accordance with the UN Convention on the Rights of the Child (Article 32), the Supplier undertakes not to employ any persons who are not of the legal minimum age for admission for employment in the country where the work is being carried out. This age must conform to the principles established by the International Labor Organization (ILO).

## 2. Forced labour

The Supplier undertakes to refrain from forced or compulsory labour as defined in the ILO Conventions, i.e. any work or service that is performed by a person under threat of punishment of any kind and for which this person does not volunteer has provided. The Supplier complies with local legislation to combat modern slavery.

## 3. Discrimination

The Supplier undertakes not to make any distinctions, exclusions or preferential treatment based on skin colour, gender, religion, political beliefs, national or social origin, through which equal opportunities or equal treatment are guaranteed could be destroyed or impaired at work/profession. The Supplier will comply with local legislation regarding the employment of disabled people and any form of discrimination.



# **WORKING CONDITIONS**

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## **1. Health and safety at work**

The Supplier undertakes to protect the health, safety and well-being of its employees, service providers, subcontractors, visitors, and anyone who may be affected by its activities. To this end, the health and safety risks are regularly determined and evaluated. Preventive and protective measures are applied.

## **2. Harassment and Bullying**

The Supplier undertakes not to use corporal punishment against its employees, nor to engage in or tolerate physical, sexual, psychological, or verbal harassment or abuse.

## **3. Working hours and Compensation**

The Supplier will comply with local legislation regarding working hours including overtime. If there are no relevant national laws, the ILO standards are to be applied.

The Supplier will comply with local legislation regarding minimum wage, social benefits and overtime pay. He undertakes to pay wages and salaries to his employees on a regular basis and to inform them clearly about their wage conditions.

## **4. Social dialogue**

The Supplier respects workers' rights to freedom of association and the right to collective bargaining. Workers are free to join or not to any association of their choice.



# **ENVIRONMENT**

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## **1. Environmental management**

The Supplier undertakes to set up an appropriate environmental management system to determine, evaluate, prevent, or reduce the negative environmental impact of its activities and its products. He controls the consumption of energy, water, and raw materials to optimize the sustainable use of resources in his activities.

The Supplier undertakes to comply with all laws and regulations applicable in the field of environmental protection.

## **2. Climate change**

Energy3000 encourages Suppliers to set quantified targets to reduce their greenhouse gas emissions in line with the Paris Climate Agreement and by joining the Science Based Targets initiative.





# ETHICS & COMPLIANCE

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## 1. Corruption

The Supplier conducts its activities in accordance with the principles of honesty and justice and in compliance with the relevant anti-corruption laws and regulations and rejects any form of corruption in the conduct of its activities. In particular, the negotiation and performance of contracts must never lead to behaviour or incidents that could be classified as corruption, bribery, or comparable criminal offenses, whether under Austrian criminal law or other applicable laws.

## 2. Gifts and Travel

The Supplier shall refrain from directly or indirectly proposing, offering, requesting, or accepting gifts, invitations or other benefits that could influence a business relationship or give the impression of such an influence.

Any permissible gifts and invitations must be of a symbolic nature and must not be able to influence the recipient's decision.

## 3. Conflicts of interest

Situations that may involve an actual or perceived risk of a conflict between the personal interests of an employee or their related legal or natural persons and the interests of the company to avoid. Even the appearance of a conflict of interest has adverse repercussions.

The Supplier undertakes to inform Energy3000 of any situation where there may be an actual or potential conflict of interest with the company's employees or persons closely related to them so that the circumstances can be examined on a case-by-case basis.

The informed persons must be the contact person at Energy3000 and at least one of the following persons: the management of Energy3000 and/or the person responsible for the compliance department.



## 4. Competition and Antitrust Law

The Supplier undertakes to carry out its activities in compliance with the relevant laws and regulations of competition law. The Supplier is committed to promoting and maintaining fair and effective competition in his environment. In particular, the Supplier undertakes not to request or transmit any information which, if passed on, could constitute a violation of competition law.

## 5. Duty of care

For its part, the Supplier undertakes to select subcontractors, service providers or suppliers who, in all the countries in which they operate, comply with the same requirements as itself regarding ethics, human rights, fundamental freedoms, health and safety of persons as well as environmental protection.

## 6. Insider Trading

The Supplier and its employees must comply with the applicable insider trading legislation.

The Supplier will not disclose any documents or confidential information obtained as part of your business relationship with Energy3000 or use them as a basis for a transaction or in a manner that would allow any third party to trade in related financial instruments.



## 7. Trade control: export and import

The Supplier undertakes to use business practices that are consistent with the laws and regulations applicable to export and import and undertakes to keep all information about to communicate the goods delivered and the services provided, those that may be necessary to obtain Export or import permits or agreements are required.

## 8. Protection of Information

The Supplier undertakes to use the information it processes responsibly and appropriately and to ensure that sensitive information, including confidential and proprietary information as well as personal data, is treated appropriately. The information may not be used for purposes other than those for which it was made available.

Supplier shall use appropriate physical and electronic security procedures to protect all confidential or proprietary information, including personally identifiable information, from unauthorized access, destruction, misuse, modification, and disclosure. In the event of a cyber-attack, the Supplier will inform Energy3000 immediately.

The Supplier is obliged to comply with the legislation applicable to data protection and the protection of privacy.

## 9. Whistleblowing

Energy3000 encourages the Supplier to establish a transparent process that allows its employees, suppliers, service providers, subcontractors, and anyone else to raise questions and concerns, particularly of an ethical nature, without fear of reprisals.

# PRODUCTS AND PRODUCT INFORMATION

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## 1. Product related health, safety, and environmental risks

The Supplier integrates the criteria of protection of the environment, health, and safety in the procurement of products and services and in the design, manufacture and application of its own products and services to assess their respective impacts throughout their life cycle while maintaining and/or improving their quality.

The Supplier undertakes to inform Energy3000 about the presence of hazardous chemical substances in the delivered products that can be released during the life cycle of these products and not to send any product to Energy3000 to deliver that could contain substances that are prohibited under the relevant laws of the destination country or countries.

In particular, the Supplier in Europe complies with Regulation No. 1907/2006/EC, the so-called "REACH Regulation", which was amended in 2018 by Regulation No. 2018/675/EU, and the Directive 2017/2102/EU amending Directive 2011/65/EU, the so-called "RoHS Directive".

## 2. Conflict Minerals

The Supplier adheres to the for "Conflict Minerals" such as tin, tungsten, tantalum and gold applicable laws and regulations. In addition, the Supplier shall set up a management system to ensure that the products it manufactures or supplies contain materials such as tin, tungsten, tantalum, or gold does not directly or indirectly fund or benefit armed groups who commit gross human rights abuses.

In particular, the Supplier complies with Conflict Minerals Regulation No. 2017/821 in Europe and Section 1502 of the Dodd Frank Act in the United States.

## 3. Fight against planned obsolescence

The Supplier undertakes to promote ecodesign practices and combat planned obsolescence. Planned obsolescence refers to any process by which a manufacturer aims to intentionally reduce the lifespan of a product to increase the replacement rate.





# SUPPLIER ASSESSMENT

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The Supplier undertakes to work with Energy3000 to implement the sustainability charter for suppliers in the best possible way. In particular, he agrees that his status in this regard will be evaluated or audited by the company or by third parties commissioned for this purpose.

If it is not possible for the Supplier to comply with certain provisions of the charter due to special circumstances, he must communicate this immediately so that the corrective measures to be applied can be jointly decided.



# COMMITMENTS OF ENERGY3000

The Suppliers play a crucial role in the development and success of Energy3000.

In a spirit of reciprocity and shared improvement in value chain practices, Energy3000 also makes a commitment to its Suppliers to: especially through its procurement teams.

Energy3000 and its employees undertake to comply with the same obligations as the Suppliers – defined above – regarding human rights and working conditions as well as environmental protection, ethics, and compliance.

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**Energy3000 and its employees are committed to being responsible buyers:**

## Integrity

- not to request, accept, propose or offer gifts or entertainment or other benefits that influence or could be perceived as influencing the business relationship with the Suppliers;
- to avoid any actual or perceived conflict of interest;

## Professionalism

- to treat Suppliers honestly and loyally;
- select Suppliers according to criteria that contribute to transparency, in particular by promoting calls for tender and formalizing obligations;



## Confidentiality

- to protect the confidentiality of non-public data shared as part of the business relationship and the intellectual property of their Suppliers;

## Competition

- comply with applicable law, apply the Competition Guide and complete competition law training;
- comply with competition law in business relationships with its Suppliers, customers and competitors;
- refrain from sharing sensitive business information with its Suppliers and competitors;

## Environmental Protection

- the greenhouse gas emissions caused by their activities (Scope 1 and 2) by 35% by 2030 compared to 2016;
- reduce the carbon footprint of their sold goods and services by 45% by 2030 compared to 2016;

## Sustainable Development

- integrate Suppliers' social, environmental, and ethical performance into Supplier selection criteria.

## Messages

### Have a question or concern?

Every person in contact with Energy3000, especially at the Suppliers, service providers and subcontractors the companies, may have concerns or questions about some practices and need help or advice. In such cases, it is recommended to use the contact form at the following address to contact a Contact Energy3000 Ethics Officer or Compliance Officer:  
[natasa.milenkovic@energy3000.com](mailto:natasa.milenkovic@energy3000.com)

### Do you want to send us a message?

To collect all professional reports, especially those related to the content of this charter, the company has set up a system that allows contacting the Energy3000 Ethics Committee. This system, accessible to all, ensures not only the confidentiality of the identity of the person reporting, but also confidentiality the identity of the persons affected by the report and the information collected in this context. The reporting system is accessible at the following address:  
[Whistleblower@energy3000.com](mailto:Whistleblower@energy3000.com)

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This charter does not invalidate any contractual obligation between the Supplier and Energy3000. Unless otherwise regulated in the contract, the Suppliers are in case of an objection to the regulations bound by the contract. The charter should be attached to all procurement contracts as standard.

# CONTACTS

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## **Energy3000 Sustainable Development**

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## **Energy3000 Law & Compliance**

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