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Dear Supplier,

Kalkancı Pres Döküm ve Kalıp San. Tic A.Ş. (hereinafter referred to as Kalkancı) works diligently to comply with laws, social and ethical standards, and to act responsibly and sustainably.

Being based on the values of integrity, respect and fairness is a fundamental part of our Corporate Identity.

Therefore, we have summarized our standards regarding applicable laws, human rights and equal treatment, labor, ethics, health, safety and the environment in this "Supplier Code of Conduct" (hereinafter referred to as the as SCC).

Kalkancı strives to establish a close, trustworthy, and sustainable relationship with its suppliers, based on the highest possible business standards. Therefore, we consider the principles outlined in the SCC to be essential conditions for a business relationship with Kalkancı. We believe that our published Supplier Code of Conduct will foster trustworthy collaboration with all our partners, especially our suppliers.

In this context, we kindly request that you review and approve the form shared.

Kind Regards,

KALKANCI PRES DÖKÜM VE KALIP SAN.TİC.A.Ş.

PURCHASING MANAGER



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A. General Conditions

Compliance with Applicable Laws

This SCC applies to all suppliers, service providers, and other companies (suppliers) worldwide that produce or supply goods or provide services for Kalkancı. In addition, this SCC also applies to the companies, sub-suppliers, and sub-contractors to which the suppliers are affiliated. The supplier will use its best efforts to ensure that all sub-suppliers and sub-contractors within the Kalkancı Supply Chain adhere to the requirements and standards set forth in this SCC. This SCC becomes an integral and binding part of the business relationship between Kalkancı and the supplier. Kalkancı expects all partners in its supply chain who provide materials, products, and/or services to Kalkancı to comply with the principles set forth in this SCC. In the event of more stringent national laws or regulatory requirements, these terms shall prevail over the SCC. In all countries where the supplier conducts business or from which Kalkancı receives goods or services from the supplier, the supplier is expected to comply with all applicable laws and regulations.

Human Rights and Equal Treatment

The supplier respects and promotes compliance with internationally recognized human rights. The supplier agrees to oppose all forms of discrimination under applicable laws and regulations, including, but not limited to, its employees and business partners. Any discrimination based on race, color, age, gender, ethnicity, national origin, nationality, sexual orientation, religion, disability, pregnancy, political affiliation, union membership, marital status, or any other personal characteristic is prohibited. This SCC for suppliers, service providers, and their subcontractors ensures compliance throughout the supply chain.

B. Labor Standards

Kalkancı is committed to defending the human rights of its employees and treating them with respect and dignity, as expressed in our Corporate Values. We expect our suppliers to comply with National Labor and Labour Laws and Regulations, agreements established by the International Labour Organization (ILO), and standards published by the International Social Accountability Organization (SAI). This requirement applies to all employees, including temporary, contract, and direct workers.

Prohibition of Forced Labour

All forms of forced, bonded, indentured, prison, slavery, and human trafficking are prohibited. All work and services are performed voluntarily, and employees are free to terminate their employment in accordance with the agreed contract terms.

Prohibition of Child Labour

Child labour may not be used at any stage of business operations. The term "child" refers to persons employed under the age of 15. Only in exceptional circumstances, such as developing countries excluded by ILO Convention No. 138, may a minimum age of 14 be considered.

Working Hours

Daily and weekly working hours cannot exceed the maximum limit set by local laws. Weekly working hours are regulated by Article 63 of Labor Law No. 4857. Accordingly, the weekly working hours are set at a maximum of 45 hours. There is no regulation regarding minimum working hours (except in emergencies). Employees must be entitled to at least one day off per week.

Wages

Regular and overtime wages must be fair and in accordance with the national minimum wage or industry standards. The supplier is obligated to pay wages that meet the basic needs of its employees. Unauthorized

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deductions, as well as deductions under the guise of disciplinary action, are prohibited. All social benefits specified by national regulations must be paid.

Treatment of Employees

Employees are treated equally and without prejudice. Unacceptable behavior against employees, such as mental anguish and sexual harassment, is completely unacceptable.

Freedom of Association

The rights of employees to associate freely in accordance with local laws, to join or not to join labor unions and labor committees, and to negotiate collective bargaining agreements will be respected. Worker representatives must be protected against all forms of discrimination. Worker representatives may meet with their colleagues and perform their duties at their workplaces without any restrictions other than those set by local regulations.

- Fair treatment of employees is ensured through adherence to ILO and SA 8000.
- Workers are respected as free individuals. (ILO Convention No. 29)
- Child labor is prohibited. (ILO Convention No. 138)
- Working hours are limited to a maximum of 60 hours and 6 days per week. (ILO Conventions No. 1 and 14)
- Adequate remuneration is provided that meets at least the basic needs of employees. (ILO Conventions No. 26 and 131)
- Workers are treated equally and without prejudice. (ILO Conventions No. 111 and 159)
- Workers have the freedom of association. (ILO Conventions No. 87, 98, 135, and 154)

C. Ethical Standards

Integrity, respect, and fairness are key ethical values that form Kalkancı's corporate identity and are the path we strive to use in building trustworthy and productive partnerships with our business partners. We expect our suppliers to adhere to the highest standards of integrity throughout their business activities and relationships.

Integrity and Anti-Corruption

The supplier's management team is expected to adopt a clear stance and implement measures to prevent all forms of bribery, corruption, fraud, and breach of trust. During the business transaction, the supplier is prohibited from offering, promising, requesting, giving, or accepting gifts, payments, invitations, or services intended to influence the business relationship in a prohibited manner or that pose a risk of compromising the business partner's professional independence. Continuous efforts to monitor business activities for legal compliance and prohibit corruption throughout the company must be implemented by the supplier and regularly reviewed and updated. In this context, a "business courtesy" is any benefit other than the payment agreed upon in the contract and that can be misused by individuals. In particular, there are binding rules for the offering and acceptance of business courtesies, and employees are expected to be regularly briefed and trained on ethical business conduct.

This includes cash gifts, all forms of entertainment, meals, sporting and entertainment events, tickets, accommodations, services, and other assistance. Kalkancı suppliers are obligated not to influence the decision-making processes of official authorities (such as officials or government employees) by offering any courtesy gifts or similar offerings. Giving monetary courtesies to a Kalkancı employee or a person related to a Kalkancı employee (e.g., family member) is prohibited. Suppliers may not give gifts in secret under any circumstances.

Sending gifts to a Kalkancı employee's home address is also prohibited. Invitations to Kalkancı employees may only be accepted if at least 70% of the event's duration is business or professional (e.g., presentations, product information, or training). Any non-professional or non-business aspect of an invitation (e.g., entertainment, events, escorted program, travel, and business lunch) should not be the primary focus of that invitation and should be moderate in all cases.

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If a price quote, contract negotiation, or Kalkancı's purchasing decision is imminent, the supplier is strictly prohibited from covering expenses related to non-business aspects of an invitation. This requirement applies for a period of at least three months before and after such a price quote, negotiation, or purchasing decision.

Disclosure of Information

Information about the supplier's business activities, structure, financial situation, and performance must be disclosed in accordance with relevant regulations and applicable industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain is unacceptable.

Intellectual Property and Trade Secrets

Intellectual property rights must be respected by the supplier throughout. Transfer of technical knowledge and technology must be conducted in a manner that adequately protects intellectual property rights. The supplier and its employees are required to protect trade secrets. Confidential information concerning Kalkancı must not be disclosed, transferred to third parties, or otherwise made available to Kalkancı under any circumstances unless authorized in writing by Kalkancı.

Confidentiality

Privacy and information security laws, as well as regulatory requirements regarding the collection, storage, processing, transmission, and sharing of personal information, must be adhered to.

Conduct with Competitors

The Supplier respects fair competition. Therefore, the Supplier adheres to existing laws that protect and promote competition, in particular, applicable antitrust laws and laws regulating competition.

Conflict Minerals

The Supplier is obligated to provide reasonable assurance that the so-called "global conflict minerals"—tin, tantalum, tungsten, and gold—contained in materials sold to Kalkancı do not directly or indirectly finance or assist armed groups committing serious human rights violations in the Democratic Republic of the Congo or a neighboring country. Due diligence must be given to the source and chain of custody of these minerals. Relevant measures must be documented, for example, through the EICC/GeSI conflict minerals reporting template (available at www.responsiblemineralsinitiative.org). The measures taken must be made available to Kalkancı upon request.

D. Health and Safety Standards

Kalkancı believes that a clean and safe work environment is critical for employees. Compliance with all workplace health and safety regulations is paramount to us. We expect our suppliers to clearly commit to occupational health and safety, implement generally accepted standards such as ILO Convention No. 155, define corresponding responsibilities, and establish an occupational health and safety management system in accordance with ISO 45001 or an equivalent standard. This requirement should be tailored to the supplier's risk profile and magnitude.

Occupational Safety (Emergency Plans and Response)

Risks related to potential safety hazards must be controlled through appropriate process and workplace design, safety regulations, and ongoing safety training. Furthermore, workers must be provided with appropriate personal protective equipment (PPE). Emergency plans and response procedures must be in place, and hazards and emergencies must be identified and assessed, and their impacts minimized through preventive measures, emergency plans, and response procedures. Incidents must be investigated, reported, and prosecuted to allow for corrective action.

Cleanliness, Hygiene and Living Conditions

In addition to healthy food preparation and eating facilities, workers must be provided with clean sanitation facilities and potable water. Workers' dormitories, if provided by the supplier, must also be kept clean and safe.



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E. Environmental Standards

For Kalkancı, protecting our environment for future generations is of paramount importance. The link between economic efficiency and environmental protection is therefore a fundamental issue for Kalkancı and a determining factor in our operations and actions. Therefore, we expect our suppliers to act responsibly and minimize the potential negative impacts their business operations may have on the public, the environment, and natural resources. We consider the existence and effectiveness of an appropriate environmental management system based on ISO 14001 or similar environmental management standards mandatory for all our suppliers.

Environmental Licenses and Disclosure Requirements

All mandatory environmental permits, approvals, registrations, and licenses required for the supplier's business operations must be obtained, documented, maintained, and kept up-to-date. Disclosure and reporting obligations must be fully complied with.

Pollution Prevention and Resource Management

Consumption of resources such as energy and water, waste, and emissions must be kept to a minimum. In addition to modernizing production, maintenance, and facility processes, the supplier is expected to continuously evaluate and improve its business operations through measures such as material reuse and recycling.

Hazardous Substances

Substances that pose a hazard to the environment (if discharged) must be identified and managed to ensure proper processing, handling, storage, use, reuse or recycling, and disposal. All materials, parts, components, semi-finished products, and commercial goods supplied to Kalkancı must comply with the restrictions on the use of hazardous substances established by law and regulations. In addition, the requirements of the European Union Regulation No. 1907/2006 on the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) must be observed in all deliveries to Kalkancı and all goods supplied.

Wastewater and Solid Waste

All waste and solid waste generated by operations, industrial processes, and healthcare facilities must be identified, monitored, controlled, and treated as necessary before discharge or disposal. When using third-party waste management providers, appropriate documentation and evidence of regulatory-compliant processing and disposal must also be retained.

Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone-depleting chemicals, or combustion by-products generated during operations must be identified, monitored, controlled, and appropriately treated prior to discharge.

Energy Management

Suppliers of Kalkancı are expected to develop an energy policy. This policy should include the following commitments:

- Continuous improvement of energy performance
- Ensuring the provision of information and necessary resources to achieve goals and objectives
- Compliance with applicable legal and other requirements. Furthermore, the energy policy should support the purchase of energy-efficient products and services.

Having an Energy Management System or Energy Policy allows an organization to:

- Help reduce costs by using a structured approach to identify, measure, and manage energy consumption
- Facilitate compliance with legal obligations by reducing Greenhouse Gas Emissions. - Facilitates compliance with current or future voluntary or mandatory energy targets or greenhouse gas emission regulations, as well as the current or future expectations of the organization's stakeholders.

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- Increases confidence in energy supply. Helps understand energy risk vulnerabilities and identify areas where the organization is at risk.
- Improves business performance. Minimizes energy consumption by creating behavioral changes and systematically identifying and prioritizing cost-effective technical solutions, thereby increasing productivity.
- Senior Management Involvement: Establishing energy management at the senior management level is a key element of any organization's investment.
- Formalizes energy targets and policies. Enhances credibility within the organization and embeds an energy-efficient mindset in the Energy Management Policy.
- Can be integrated with existing management systems.
- Maximizes benefits by integrating the Energy Management system with existing management systems.
- Enables the development of opportunities for new products and services in the carbon-dependent world of the future.

F. Monitoring Approach

Kalkancı expects its suppliers to clearly adhere to this SCC. Therefore, suppliers must prepare and maintain appropriate records to demonstrate compliance with this SCC. To ensure sustainable compliance, Kalkancı implements the following methods, which are integrated into our supply management approach. The degree to which compliance with this SCC is monitored depends on the size and type of the supplier's business relationship, as well as their service and risk profile, against the requirements outlined in this SCC.

Self-Assessments

Kalkancı expects its suppliers to conduct a self-assessment of their compliance with standards and regulations related to legal compliance, human rights and equal treatment, labor, ethics, environment, health and safety, and the processing of conflict minerals, based on a questionnaire. Suppliers are expected to sign off on the answers to the questionnaires, confirming that they are honest, comprehensive, and provide information to the best of their knowledge. Suppliers are not required to disclose any trade secrets when answering the questions. Suppliers will be required to answer the questionnaire upon request and are expected to respond within the specified timeframe upon receipt of the questionnaire sent by Kalkancı.

Regular On-Site Audits

As part of ongoing supplier quality audits, which may be conducted by Kalkancı or third-party auditors authorized by Kalkancı, sustained compliance with the requirements of this SCC will be verified at the supplier's premises. Where audits are conducted by third-party auditors, these auditors will be subject to a confidentiality obligation.

Incident Audits

If there is a substantial and substantiated suspicion of a violation of this SCC, Kalkancı or third-party auditors will conduct incident-based audits focused solely on compliance with this SCC. Where audits are conducted by third-party auditors, these auditors will be subject to a confidentiality obligation. Audits (i.e., regular on-site audits and incident audits) will be conducted only following prior notification by Kalkancı (incident audits may require shorter notification periods), during normal business hours, and in accordance with local law. Kalkancı shall ensure that the supplier's business activities are not interfered with, that confidentiality agreements with third parties are adhered to, and that all personal and business-related information obtained during the audit is handled in accordance with relevant legal regulations, kept strictly confidential, and used only for the purposes of the audit.

Disclosure of Certificates and Records

The supplier is obligated to provide Kalkancı with all relevant certificates and records related to its business operations upon request. Kalkancı guarantees that all information provided will be kept confidential.

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G. Non-Compliance with the Code of Conduct

Corrective Actions

In the event of non-compliance with the requirements of this Code of Conduct, Kalkancı and the supplier will agree on corrective actions to be implemented within an appropriate timeframe. As part of our supply management approach, Kalkancı will closely monitor all mutually agreed-upon measures until final resolution. Therefore, in addition to full compliance with the Code of Conduct, the proper implementation of countermeasures in the event of a violation will be part of our supplier qualification, assessment, and development process.

Right to Terminate

Kalkancı is authorized to terminate the business relationship, including any associated delivery or service agreements, in the event of gross non-compliance with the regulations set forth in this Code, or ongoing non-compliance with the regulations set forth in this Code, following a failure to implement a corrective action as mentioned in the previous paragraph.

Before exercising its right to terminate, Kalkancı must allow a reasonable period for the non-compliance to be corrected, unless the non-compliance is so severe that Kalkancı cannot reasonably be expected to adhere to the relevant contract. In cases of severe non-compliance, Kalkancı has the right to terminate the relevant contract with immediate effect. Termination may cover the entire business relationship or only parts of it, at Kalkancı's discretion. In the event of non-compliance, Kalkancı and the supplier will agree on corrective actions, and these actions will be monitored. Kalkancı has the right to terminate the business relationship in the event of severe or persistent non-compliance.