

Code of Conduct for Business Partners

flexlog GmbH - Zur Gießerei 4 - 76227 Karlsruhe
(As of August 2026)

§ 1 Preamble

flexlog GmbH develops and supplies modular hardware and software solutions for intralogistics. Integrity, a sense of responsibility, reliability, and the sustainable use of resources form the foundation of our business practices.

Our business partners play a key role in implementing these principles throughout the entire value chain. This Code of Conduct defines the minimum requirements that flexlog imposes on suppliers, service providers, sales partners, consultants, and other business partners.

The business partner undertakes to comply with all applicable laws and regulations and to observe the following principles within its own business operations as well as—to the extent appropriate and reasonable—among any subcontractors and upstream suppliers it engages.

§ 2 Lawful and Ethical Conduct

2.1 Compliance with Laws

The business partner shall comply with all applicable national and international laws, regulatory requirements, and other binding regulations. These include, in particular, commercial, tax, customs, labor, environmental, data protection, export control, and competition laws.

2.2 Prohibition of Corruption and Improper Benefits

Corruption, bribery, extortion, embezzlement, and other unfair business practices will not be tolerated. The business partner may not, either directly or indirectly, offer, promise, grant, demand, or accept improper benefits. Gifts, invitations, and other benefits must be appropriate, transparent, in line with standard business practice, and consistent with applicable laws.

2.3 Money Laundering and Terrorist Financing

The business partner shall comply with all regulations regarding the prevention of money laundering and terrorist financing. Business relationships may only be maintained with partners whose identity and financial background are known and verifiable to the extent required.

2.4 Conflicts of Interest

Business decisions must be made objectively and free from improper personal interests. Actual or potential conflicts of interest related to the business relationship with flexlog must be disclosed immediately.

2.5 Fair Competition

The business partner complies with applicable competition and antitrust laws. In particular, price-fixing, market or customer allocation, bid-rigging, the exchange of competitively sensitive information, and the abuse of a dominant market position are prohibited.

§ 3 Human Rights and Working Conditions

3.1 Human Rights

The business partner respects internationally recognized human rights and supports their protection. Human rights violations within its own business operations and in the supply chain must be prevented, ended, or appropriately mitigated.

3.2 Prohibition of Child Labor

Child labor is prohibited. At a minimum, the applicable legal age limits and the relevant core labor standards of the International Labor Organization (ILO) must be observed.

3.3 Prohibition of Forced Labor and Modern Slavery Forced labor, bonded labor, human trafficking, involuntary prison labor, and any form of modern slavery are prohibited. Employment must be voluntary. Personal documents may not be withheld as a means of coercion.

3.4 Equal Treatment and a Respectful Work Environment

Discrimination, harassment, intimidation, and inhumane treatment will not be tolerated. Employees are treated equally, regardless of, in particular, gender, age, origin, nationality, skin color, religion, worldview, disability, sexual orientation, or political beliefs.

3.5 Working Hours, Compensation, and Benefits

Applicable statutory and collective bargaining provisions regarding working hours, rest periods, vacation, compensation, and benefits must be observed. Wages must meet at least the applicable statutory or industry-standard minimum requirements and be accounted for in a transparent manner.

3.6 Freedom of Association

The business partner respects freedom of association, the right to collective bargaining, and the formation of employee representative bodies within the framework of applicable laws.

§ 4 Occupational Health and Safety

The business partner shall ensure a safe and healthy work environment. Risks must be systematically identified, assessed, and minimized through appropriate technical, organizational, and personal protective measures. Employees must be provided with adequate training and equipped with appropriate protective gear.

Machinery, equipment, work tools, production facilities, and accommodations must comply with applicable safety, fire protection, and hygiene standards. Work-related accidents and occupational illnesses must be documented, investigated, and prevented in the future through appropriate measures.

§ 5 Environmental and Climate Protection

The business partner shall comply with all applicable environmental laws and permit requirements. Environmental impacts must be avoided as much as possible and continuously reduced. Resources such as energy, water, and raw materials must be used responsibly.

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In particular, flexlog expects appropriate measures in the following areas:

Reduction of energy consumption, greenhouse gas emissions, waste, and harmful emissions;
proper handling of chemicals, hazardous substances, and waste;
Prevention of soil, water, and air pollution; promotion of reusable, recyclable or resource-efficient materials and packaging; compliance with statutory substance restrictions and product-related environmental requirements.

§ 6 Product Quality and Product Safety

The business partner guarantees that the delivered products, components, and services comply with the agreed-upon specifications, quality requirements, and all applicable legal and regulatory requirements.

Any product or process changes, changes to production sites, materials, subcontractors, or quality-related procedures that may affect the agreed-upon characteristics must be reported to flexlog in a timely manner prior to implementation and, to the extent provided for in the contract, require prior approval.

Any identified or suspected quality, safety, or compliance risks must be reported to flexlog immediately. The business partner shall provide flexlog with appropriate support in error analyses, corrective actions, recalls, and regulatory investigations.

§ 7 Export Controls, Sanctions, and Conflict Minerals

The business partner shall comply with all applicable export control, embargo, and sanctions regulations. Upon request, the business partner shall provide flexlog with all information necessary to comply with such regulations, in particular regarding the country of origin, customs tariff number, and export control classification, and any licensing requirements.

The Business Partner may not arrange any deliveries, payments, or other transactions that violate applicable sanctions or export control regulations. The Business Partner shall immediately inform flexlog of any relevant restrictions or changes.

To the extent required by law or contract, the business partner shall take appropriate steps to ensure transparency regarding the origin of conflict minerals and other critical raw materials and to prevent the direct or indirect financing of armed groups.

§ 8 Confidentiality, Data Protection, and Intellectual Property

8.1 Confidential Information

Confidential information, trade secrets, technical documentation, drawings, specifications, calculations, samples, and other know-how belonging to flexlog must be protected from unauthorized access and used exclusively for the agreed-upon business purpose. This obligation shall remain in effect even after the termination of the business relationship.

8.2 Data Protection and Information Security

The business partner shall comply with all applicable data protection laws and take appropriate technical and organizational measures to protect personal data and confidential information. Security incidents, data losses, or unauthorized access related to flexlog must be reported immediately.

8.3 Intellectual Property and Software

Intellectual property rights, including copyrights, patents, trademarks, design rights, and license rights, must be respected. Software, firmware, and open-source components may only be used, reproduced, modified, or distributed in accordance with the respective license terms.

§ 9 Subcontractors and Supply Chain

The business partner shall observe the principles of this Code of Conduct when selecting and managing its subcontractors and suppliers. To the extent appropriate, the business partner shall require them to comply with comparable requirements and shall work to remedy any identified violations.

The business partner's responsibility toward flexlog remains unaffected by the use of subcontractors or suppliers.

§ 10 Reporting of Violations

The business partner shall immediately inform flexlog of any actual or suspected serious violations of this Code of Conduct, to the extent that such violations may affect the business relationship, delivered products or services, or the reputation of flexlog.

Reports may be directed to the designated contact person at flexlog or to management. Whistleblowers shall not be disadvantaged for making a report in good faith.

§ 11 Review and Evidence

flexlog is entitled, where there is reasonable cause, to request appropriate information and evidence regarding compliance with this Code of Conduct. Following prior consultation, audits or other reviews may also be conducted, provided that such actions are proportionate and take into account the business partner's legitimate interests in confidentiality and data protection.

The business partner shall cooperate with such reviews to a reasonable extent and provide the necessary information completely and truthfully.

§ 12 Measures in Case of Violations

In the event of a violation, flexlog may require the business partner to provide an immediate explanation as well as appropriate remedial and preventive measures. The business partner must submit a transparent action plan within a reasonable timeframe and provide evidence of its implementation.

In the event of serious or repeated violations, as well as failure to remedy the situation within the specified timeframe, flexlog—without prejudice to further contractual and statutory rights—is entitled to suspend orders, review the business relationship,

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or to terminate contracts for good cause.

§ 13 Final Provisions

This Code of Conduct supplements the existing contracts and General Terms and Conditions between flexlog and the business partner. In the event of a

conflict, individual contractual agreements shall take precedence.

Should any provision of this Code of Conduct be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

Confirmation by the Business Partner