Catalogue of Compliance Clauses

- 1. The Supplier declares that it has read the Anti-Corruption Procedure of the Introl Group made available on the website <u>www.limathermsensor.pl/procedury-compliance</u> and undertakes to comply therewith.
- 2. The Supplier declares that in its business activity it does not use and in no way accepts any activities that may bear the hallmarks of corruption, bribery, influence peddling or any other forms of influence that is unlawful exertion, or exertion contrary to good morals, which may include in particular: giving, promising, offering or accepting, or demanding financial or personal benefits prohibited by law.
- 3. The Supplier declares that it applies an anti-corruption procedure in its enterprise in accordance with applicable law and standard market practices in this respect.
- 4. The Supplier declares that during the term of the agreement or the fulfilment of the order, or in connection with the performance of the agreement or the fulfilment of the order, it will not carry out and accept any activities that may bear the hallmarks of corruption, bribery, influence peddling or any other forms of influence that is unlawful exertion, or exertion contrary to good morals, on Limatherm Sensor Sp. z o.o., including its employees, associates, representatives or third parties, in particular by offering, promising or providing any financial or personal benefits prohibited by law, and that it has taken the necessary measures to prevent all persons/entities acting on its behalf and/or for its benefit from carrying out the aforementioned activities.
- 5. The Supplier declares that it has familiarised itself with the Code of Business Ethics of the Introl Group and undertakes to comply with it.
- 6. The Supplier declares that it has familiarised itself with the Code of Conduct for the Suppliers of the Introl Group and undertakes to comply with it.
- 7. The Supplier declares that for the damage suffered by Limatherm Sensor Sp. z o.o. resulting from non-performance or improper performance of the Supplier's obligations specified in this compliance clause, including in particular the obligations relating to not taking up corruption activities and preventing corruption, the Supplier is liable on general terms, irrespective of liability for the breach of other provisions of the agreement or the order.
- 8. The Supplier ensures that it acts with due diligence in the organization of its enterprise and exercises adequate supervision over its activities and entities/persons acting on its behalf and/or for its benefit including the Supplier's employees, associates and representatives. The Supplier is obliged to constantly exercise due diligence within the scope of the provisions of this compliance clause.
- 9. The Supplier declares that no part of the remuneration for the performance of the agreement or the fulfilment of the order is or will be allocated to cover the costs of providing any financial and/or personal benefits by the Supplier.
- 10. The Supplier declares that any arrangements made between Limatherm Sensor Sp. z o.o. and the Supplier prior to the conclusion of the agreement or the placement of the order, as well as the agreement or the order itself, do not show the attributes of any prohibited act (crime or tax offence) and an act of unfair competition within the meaning of applicable law, and does not constitute a breach of other applicable law.
- 11. The Supplier declares that, to the best of its knowledge, there is no potential or actual conflict of interest between the Supplier and Limatherm Sensor Sp. z o.o. within the meaning of the provisions of the Code of Conduct for the Suppliers of the Introl Group.

- 12. The Supplier declares that Limatherm Sensor Sp. z o.o. is entitled to conduct an audit (inspection) of the Supplier with respect to the observance by the latter of the provisions of this compliance clause as well as applicable laws, within the scope of which the Supplier is in particular obliged, at its own expense, to the following: 12.1 Making available the documents and/or information indicated by Limatherm Sensor Sp. z o.o. at the time and in the form specified by Limatherm Sensor Sp. z o.o. at the place to conduct interviews with employees, associates and/or representatives of the Supplier indicated by Limatherm Sensor Sp. z o.o. at the place and time specified by Limatherm Sensor Sp. z o.o.
- 13. The Supplier declares that it is liable, under the terms of this compliance clause, for the conduct (actions and/or omissions) of its employees, associates, representatives, subcontractors, suppliers, contractors and any other entities through which or with whose help the Supplier, to any extent, performs or has performed the subject of the agreement or fulfils/fulfilled the subject of the order, as for its own conduct (actions and/or omissions).
- 14. The Supplier declares that, notwithstanding the other provisions of this compliance clause, it is obliged to cover all damages, both of a pecuniary and non-pecuniary character, which Limatherm Sensor Sp. z o.o. incurs as a result of and/or in connection with the conduct (acts and/or omissions) of the Supplier and/or any of the entities listed in sec. 13 above, and in particular the Supplier is liable to pay any penalties, fines or other charges that Limatherm Sensor Sp. z o.o. will be obliged to pay as a result of and/or in connection with such conduct (acts and/or omissions) of the Supplier and/or any of the entities listed in sec. 13 above.