

Code of Ethics for Suppliers

Aleatur Group Corporate Policies

Asturiana de Aleaciones, SA

Aleatur Innovation Center, S.L

Aleatur of America, LLC

Aleatur Steel, S.L

Aleatur Middle East, WLL

Aleatur Trading, S.L

Esal Rod Alloys, S.A

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I.PURPOSE AND SCOPE

I.1.PURPOSE

The Code of Ethics for Suppliers (hereinafter, the Code) of the companies belonging to the Aleastur Group (hereinafter, the “Group” or the “Organisation”) is consistent with the Organisation’s Code of Ethics and Conduct, which constitutes an express statement of its values, principles and rules of conduct that should guide the behaviour of the companies that make up the business group, and which it expects from its managers, employees, collaborators, suppliers and other parties involved in conducting its professional activities.

Based on the above, this Code of Ethics for Suppliers seeks to be mutually beneficial and defines the minimum requirements under which the Group’s suppliers must operate.

I.2.SCOPE

The principles contained in this document shall apply to all the companies that make up the Group.

Consequently, it affects all its employees and collaborators, whether in Spain or abroad, regardless of their hierarchical level and employment status: permanent or temporary employees who carry out activities and/or provide services at any of the Group’s work centres.

When entering into business relations with other companies or professionals, the selection criteria shall include that they have principles in place governing their behaviour and management that are similar to those set out in this Code.

II. GUIDELINES

II.1 COMPLIANCE WITH CURRENT LEGISLATION

All suppliers shall comply with applicable laws and regulations in all jurisdictions where they operate and/or have direct or indirect interests. Likewise, they must comply with extraterritorial laws that apply to the Group wherever it operates.

Suppliers shall avoid any conduct that could be detrimental to the Group, its subsidiaries and affiliates, and shall endeavour to maintain their good image and not damage their reputation.

II.2 HUMAN RIGHTS

The Group's suppliers undertake to respect internationally recognised human rights, including, but not limited to, the following:

-All those contained in the International Bill of Human Rights, which includes the Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1976) and the International Covenant on Economic, Social and Cultural Rights (1976).

-All the principles set out by the International Labour Organisation (ILO) concerning the principles of Fundamental Rights at Work and its Conventions: Right to Organise and Collective Bargaining Convention (1949), Forced Labour Convention (1930), Abolition of Forced Labour Convention (1957), Minimum Age Convention (1973), Worst Forms of Child Labour Convention (1999), Equal Remuneration Convention (1951) and Discrimination Convention (1958).

Suppliers assume the responsibility to respect human rights in their activities, face the consequences of causing or contributing to human rights violations, and monitor, prevent and mitigate violations that their suppliers may cause or commit.

- Suppliers undertake the following (this list is not intended as a complete list of minimal points):

- Abolish all forms of forced labour.
- Abolish child labour.
- Uphold labour practices consistent with all international and national regulations, including the abovementioned standards, with its employees and collaborators.
- Make every effort to ensure that working conditions and the working environment are consistent with the above standards, promoting the highest possible physical, mental and social well-being among its employees, collaborators and subcontractors. Among other conditions, but not limited to, the following are listed:

-Fair, competitive and up-to-date wages.

-Working hours in line with standards and work-life balance.

-Maternity protection and work-life balance.

Confidentiality of personal, medical and other records.

-Promoting a safe, professional working environment, free from harassment of any kind and free from alcohol and drugs.

-Facilitate and promote freedom of association and collective bargaining for employees.

-Recognise and respect the human rights of all people, paying attention to especially vulnerable groups and/or collectives that may be affected by the activity carried out (national and ethnic minorities, children, elderly people, people with disabilities, refugees, displaced people, migrant workers, etc.).

-Respect local communities' rights, cultural diversity and customs that may be affected or influenced by their activities.

II.3 EQUALITY

Suppliers shall guarantee equal opportunities among their employees and collaborators, committing to providing the necessary means to help all of them in their professional careers and personal growth.

Suppliers shall not directly or indirectly allow any kind of discrimination based on gender, race, sexual orientation, religious beliefs, political opinions, nationality, social origin, disability or any other circumstance likely to be a source of discrimination.

II.4 INTEGRITY, ETHICS, CONFLICTS OF INTEREST, ANTI-BRIBERY AND ANTI-CORRUPTION MEASURES

Personal and professional integrity and ethics are key and essential assets for the Aleastur Group.

There is no room for deception or unfair advantage in the conduct of suppliers. Therefore, they must carry out their activities in an objective, professional, and honest manner, in a way that allows them to establish legitimate and productive relationships with their own suppliers and the companies with which they have contractual relationships. This honesty and integrity in their dealings inside and outside the company (with public officials, customers, suppliers, etc.) must be observed in any country in which they operate.

The Group does not tolerate any form of corruption, bribery, money laundering, or criminal or illicit activities. These principles apply to all Suppliers and must be followed in all countries in which they operate, including those where such payments are not prohibited by law.

Suppliers shall perform due diligence to establish mechanisms to combat corruption, extortion, price-fixing mechanisms, anti-competitive behaviour, embezzlement, bribery, money laundering, terrorism, illegal financing of political parties, counterfeiting, influence peddling, etc.

Among other activities, Suppliers must avoid the following:

-Make, offer, accept (directly or indirectly) payments in cash, in kind or any other benefit to or from individuals or legal persons in the service of any authority or entity to obtain or maintain business, contracts or any other advantage unlawfully.

-Make, offer, accept (directly or indirectly) payments in cash, in kind or any other benefit, to or from individuals or where it is known or reasonably suspected that all or part of the money or payment in kind will be offered or given to any public or private authority or entity for the purposes mentioned in the previous point.

-Offer or accept on occasion of contracting with the Aleastur Group any payment in cash, in kind or any other benefit to/from any individual or legal entity to obtain or maintain any business or advantage for themselves or for a third party, which could give rise to a conflict between the interests of the supplier or the third party and those of the Aleastur Group.

-Make, offer or accept payments in cash that are unusual given the nature of the transaction, payments made by bearer cheques and payments made in currencies other than those specified in contracts, orders or invoices.

-Make payments to/for third parties not mentioned in the contract, order or invoices.

-Make payments or debits to an account other than the usual one for transactions with a particular person or entity whenever the destination of the funds transferred is unknown, or make payments to entities where it is not possible to identify their partners or ultimate beneficiaries.

-Make payments to individuals or entities domiciled in tax havens, or to bank accounts opened in branches located in tax havens.

Suppliers should avoid relationships with countries and individuals sanctioned for non-compliance with the above.

II.5 SAFETY

Health and safety in the workplace are fundamental aspects for the Aleastur group, which is committed to providing the necessary means to minimise occupational hazards for its own personnel and for external and/or subcontracted personnel.

All Suppliers shall proactively strive to create and maintain a safe workplace, meticulously respecting the legislation in force wherever they perform their activities and anticipating the preventive measures required to ensure the best possible occupational health and safety conditions.

II.6. THE ENVIRONMENT

The Aleastur group is firmly committed to protecting, preserving, and improving the environment and nature. Consequently, it conducts its activities under the following premises:

- Efficiency in the use of resources,
- Minimal negative environmental and social impact,
- Pollution prevention and emission control,
- The protection of ecosystems, of historical, cultural, and archaeological heritage, and of the socio-economic environment.

All Suppliers must protect and respect the environment by applying the above premises, complying with applicable internal and external regulations, by sharing the knowledge acquired, and by constantly monitoring and improving the various activities in which they participate.

II.7. CONFIDENTIALITY AND INDUSTRIAL PROPERTY RIGHTS

Information is one of the main assets of the Aleastur group in managing its activities and future development.

All Suppliers shall use the resources to which the Group gives them access with the utmost caution, preserving their integrity, confidentiality, and availability and minimising risks arising from disclosure and misuse, whether inside or outside the company.

The Organisation shall request its Suppliers to correctly process the personal information required for the correct conduct of the business and compliance with the legislation in force in this respect.

Any information not in the public domain is considered private and confidential and, therefore, the Supplier shall put in place the necessary measures for its appropriate processing and to preserve its integrity, availability, and confidentiality.

Suppliers with access to the abovementioned information shall protect it, ensure its confidentiality, and refrain from disclosing or misusing it.

III. SUPPLIER RESPONSIBILITY

All Suppliers, from the moment they establish commercial contact with the Group, undertake the following:

- Understand and comply with this Code and other applicable procedures, standards and documentation. Where Group rules conflict with applicable law, the most legally restrictive option should be applied as far as possible.
- Allow and participate in audits and/or inspections to ensure compliance with this Code.
- Implement appropriate corrective actions following an audit, report, or inspection if necessary.

Inform the Group of any relevant information regarding this Code that may, directly or indirectly, affect the Organisation from a legal, financial, or reputational perspective.

IV. BREACHES OF THIS CODE AND CONSEQUENCES

Any breach of this Code by Suppliers may have consequences regarding their contractual and commercial relationship with the Aleastur Group. These consequences, depending on the seriousness of the breach, may range from a mere warning to disqualification as a supplier of the Organisation, without prejudice to other legal or administrative actions that may be applicable.

Ignorance of applicable laws or any pressure or requirements imposed by business conditions shall not be accepted as a justification or defence for non-compliance with this Code.

Likewise, individuals involved in breaches will be subject to disciplinary action, including those who fail to exercise due diligence in detecting or reporting violations of the Code or who, having authority to prevent it, condone or acquiesce in such a breach.

All breaches of this Code will be reviewed on a case-by-case basis in accordance with applicable internal procedures, signed agreements and contracts, and relevant legal requirements.

V. ETHICS CHANNEL

The Group places its Ethical Communications Channel at the disposal of its Suppliers so that they can make enquiries regarding this Code or report a possible breach or non-compliance, guaranteeing the confidentiality of all those who use the aforementioned channel.

In the event of any query or comment regarding any possible non-compliance, suppliers should report it through the Whistleblower Channel available on Group company websites by clicking on the following email address canal.denuncias@grupoaleastur.com

***Referencia** **Versión** ____

Autor _____

Fecha de aprobación _____

Fecha de entrada en vigor _____

Órgano de aprobación _____

Nivel ____ **Uso Público** _____

*** El manual tiene que estar siempre actualizado.**

