Heidelberg Materials

Supplier Code of Conduct of Heidelberg Materials România S.A.

November 2026

In general, our business activities are subject to the respective national laws and regulations dealing with environmental protection, product safety and social welfare matters. Over and above, it is Heidelberg Materials' policy to formally request that all our suppliers respect the principles of our Supplier Code of Conduct and adopt practices that are consistent with it.

Building on our Heidelberg Materials "Code of Business Conduct", our Supplier Code of Conduct seeks compliance with international worker safety and well-being standards and demands proper compliance management systems, which are based on the United Nations Guiding Principles on Business and Human Rights, the core labour standards[1] of the International Labour Organization (ILO) in our supply chain, and the German Act on Corporate Due Diligence Obligations in Supply Chains. Furthermore, the compliance systems are based on international recognized human rights standards agreed on the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights.

Heidelberg Materials România S.A. values close and productive cooperation with its suppliers. This globally applicable Supplier Code of Conduct acts as a basis for all our contractual relationships. Therefore, all suppliers shall adhere to the principles set forth in this Supplier Code of Conduct and take reasonable efforts to implement these standards within their supply chains. Furthermore, suppliers shall take responsibility to require adherence to these principles from their direct suppliers and exercise diligence in verifying that these principles are being adhered to in their supply chains.

Working Conditions/Labour

1. Suppliers shall not use child labour in any stage in their operations. Suppliers are obliged to follow the ILO conventions recommendation of minimum age for admission to employment. This means that the minimum age for employment, activities, and the number of hours a week shall be determined in accordance with national law and the standards of the International Labour Organization. In principle, this means that no children may be employed who are under 16 years of age and are of compulsory school age according to the law of the place of employment.
2. Suppliers shall adhere to the ILO Worst Forms of Child Labour Convention for children under 18 years of age. This includes in particular, but not limited to: all forms of slavery or practices similar to slavery, the use, procuring or offering of a child for prostitution, illicit activities and work which is likely to harm the health, safety or morals of children.
3. Suppliers shall pay an adequate living wage; this shall amount to at least the minimum wage as laid down by the applicable law.
4. Suppliers shall not use any form of forced or compulsory labour as defined by the ILO Forced Labour Convention, for example as a result of debt bondage, human trafficking, recruitment fees or withholding workers identifications papers.
5. Suppliers shall not use any form of slavery, practices akin to slavery, serfdom or other forms of domination or oppression in the workplace, such as economic or sexual exploitation and humiliation. This also includes forced prison labour. Suppliers shall not impair employees' freedom of movement and the right to leave employment after reasonable notice.
6. Suppliers shall adhere to the right of employees to freedom of association and in accordance with the applicable law of the place of employment recognition of employees' rights to strike and collective bargaining.
7. Suppliers shall ensure safe and healthy working conditions that meet or exceed applicable standards for occupational health and safety under the law of the place of employment. Suppliers shall have appropriate procedures in place to reduce the risk of accidents at work or work-related hazards, in particular, but not limited to, sufficient safety standards in the provision and maintenance of the workplace and work equipment and measures to prevent excessive physical and mental fatigue (in particular appropriate working hours and rest breaks).
8. In case suppliers are employing private or public security forces for the protection of the enterprise or the employees, suppliers shall instruct and control the security forces properly to avoid any kind of unlawful force or repression. This includes in particular, but not limited to, torture, cruel, inhumane or degrading treatment, damage to life or limb and impairment of the freedom of association.
9. Suppliers shall not engage in any act or omission in breach of duty to act that goes beyond nos. 1 to 8 of this section ("Working Conditions/Labour"), nos. 1 and 2 of the section "Environmental Standards" as well as no. 2 of the section "Business Ethics", which is directly capable of impairing a protected legal position in a particularly serious manner, and the unlawfulness of which is obvious upon reasonable assessment of all the circumstances in question.

Prevention of Undeclared Work

1. Suppliers shall not use undeclared work, as defined by the applicable legislation.
2. Suppliers must conclude individual employment contracts in written form prior to the commencement of work and declare employment relationships in accordance with legal requirements.
3. Suppliers shall fully declare income related to employment relationships and pay all social contributions and related tax obligations in accordance with the law.
4. Suppliers shall not use undeclared or partially declared forms of remuneration.
5. Suppliers shall ensure that their subcontractors also comply with these obligations.

[1] including, but not limited to (i) the right to enjoy just and favourable conditions of work, including earning a living wage, (ii) the right not to be subject to forced or compulsory labour or child labour, (iii) the right to freedom of association and assembly and the rights to organise and collective bargaining, and (iv) the right to non-discrimination at work.

Environmental Standards

Suppliers shall comply with legal requirements that apply to its products, services and operations as well as the following principles:

1. Suppliers' operations shall not cause any harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption that significantly impairs the natural bases for the preservation and production of food, denies a person access to safe and clean drinking water, makes it difficult for a person to access sanitary facilities or destroys them or harms the health of a person.
2. Unlawful evictions and unlawful taking of land, forests and waters are not permitted in the acquisition, development or other use of land, forests and waters, the use of which secures the livelihood of a person.
3. Suppliers shall ensure that they do not manufacture mercury-added products within the meaning of Article 4 (1) and Part I of Annex A of the Minamata Convention on Mercury after the phase-out date specified for those products in that Convention.
4. Suppliers shall ensure that they do not use mercury or mercury compounds in manufacturing processes within the meaning of Article 5 (2) and Part I of Annex B of the Minamata Convention on Mercury after the phase-out date specified in that Annex.
5. Suppliers shall ensure that they do not treat any mercury waste contrary to the provisions of Article 11 (3) of the Minamata Convention on Mercury.
6. Suppliers shall ensure that they do not produce or use persistent organic pollutants (POPs; listed in Annex A of the Stockholm Convention on POPs) contrary to the provisions of Article 3 (1) (a) of that Convention.
7. Suppliers shall ensure that they do not handle, collect, store and/or dispose wastes containing POPs in a manner that is not environmentally sound in accordance with the regulations in force in the applicable jurisdiction under the provisions of Article 6 (1) (d) (i) and (ii) of the Stockholm Convention on POPs.
8. Suppliers shall ensure that they do not export hazardous wastes or other wastes (as defined in Article 1 (1) and (2) of the Basel Convention on the Control of the Transboundary Movements of Hazardous Wastes and their Disposal) contrary to the provisions of Article 4 (1) (b) and (c), Article 4 (5), Article 4 (8) or Article 4A of that Convention, and suppliers shall ensure that they do not import hazardous wastes or other wastes (as defined in Article 1 (1) and (2) of that Convention) from a non-party to that Convention.
9. Suppliers shall ensure that all packaging, packaging materials and packaging components supplied to Heidelberg Materials România S.A. comply with all applicable legal requirements, including the provisions of Regulation (EU) 2025/40 on packaging and packaging waste (PPWR).

Business Ethics

1. Suppliers shall conduct their business with integrity. There shall be no payments, services, gifts, entertainment or other advantages offered or given to any employee or third party of Heidelberg Materials România S.A. which are intended to influence the way in which the employee or third party of Heidelberg Materials România S.A. goes about his or her duties.
2. Harassment or unjustified unequal treatment in employment in any form is prohibited. Unequal treatment includes but is not limited to the payment of unequal remuneration of work of equal value as well as any employment-related treatment, due to reasons related but not limited to gender, national and ethnic origin, social origin, health status, political opinion, skin colour, race, religion or belief, sexual orientation, disability or age.

Safeguarding of these principles is a long-term learning and development process. Heidelberg Materials România S.A. is obliged by law to conduct regular risk assessments in different forms. In case of identified risks at a supplier, the supplier agrees that Heidelberg Materials România S.A. or individuals authorized by Heidelberg Materials România S.A. have the right to establish action plans that include distinct measures, such as but not limited to self-assessments, trainings and audits of the supplier to verify that the principles herein are being adhered to and to mitigate identified risks. Heidelberg Materials România S.A. will work together with its suppliers towards compliance, but also reserves the right to discontinue the relationship with a supplier if all efforts to remedy an identified non-compliance with this Supplier Code of Conduct fail.

Direct and indirect suppliers and their employees may submit any concerns regarding non-compliant behaviour, either to this Supplier Code of Conduct, applicable laws or to internal regulations of Heidelberg Materials România S.A., via our compliance hotline "SpeakUp": https://heidelbergmaterials.speakup.report/speakup

All the principles detailed in this Code of Conduct will apply to the collaborative relationships that Heidelberg Materials România S.A. has with the suppliers/subcontractors. The process of evaluation/selection of the suppliers for including in the "main list of main suppliers accepted by Heidelberg Materials România S.A." takes into account the principles of social responsibility mentioned in this Code of Conduct.