



Code of Conduct for Suppliers of MEYER Group

Preamble

The companies of the MEYER Group and its subsidiaries (hereinafter individually and collectively: "MEYER Group") are trusted and preferred employers, builders of state-of-the-art ships, developers of innovative solutions for the maritime sector as well as partners to suppliers and thus take their social responsibility for people, nature and the environment very seriously. For this reason the MEYER Code of Conduct for suppliers (hereinafter: "CoC") was issued. This CoC serves to declare, commit to and ensure the fundamental social rights of workers, employees of our partner companies, customers and suppliers and that employment principles are adhered to. By implementing this CoC the MEYER Group pursues the goal of protecting the environment and reducing the consumption of natural resources. These binding principals are aligned with the relevant human rights conventions, the International Labour Organization (ILO), nationally and internationally applicable laws, regulations, conventions and collective agreements as well as the business principles of the MEYER Group.

Our expectation is that our contractors, suppliers and business partners (hereinafter: „Suppliers“) share the same desire to adhere to fundamental social rights, environmental protection, ethic and compliance guidelines, as has been declared by MEYER Group with their self commitment in their internal Code of Conduct (Social Charta) and their declaration of human rights principles. To assure the compliance with our fundamental social rights, human rights and environmental standards as well as ethics and compliance requirements, all Suppliers of the MEYER Group have to agree to this CoC prior to entering any business relation with the MEYER Group. As a matter of principle, a cooperation with MEYER Group is based on accepting the CoC and compliance with the values, specifications and regulations contained herein to prove conformity with the given guidelines of the contracting parties. Violations to this CoC will not be tolerated and corresponding consequences will ensue (see § 8 below).

§ 1 Human rights obligations

1. Fundamental

The Supplier respects and supports compliance with national and internationally recognized human rights and human standards. All of its managers, staff and employees are obligated to ensure that these universally recognized human rights, human rights standards and fundamental rights are observed.

2. No discrimination

Equal opportunities, equal treatment and tolerance are ensured and actively promoted. The Supplier shall refrain from any form of discrimination against its employees and shall treat them equally regardless of ethnic, national or social origin, colour of skin, age, gender, religion, world view, nationality, health status, disability, sexual orientation, social background, political orientation or other protected characteristics. It is a matter of principle that employees are selected, hired and promoted based on their qualifications and skills.



3. Free choice of employment

The MEYER Group rejects and does not tolerate any use and form of forced labour, exploitation, slavery - including bonded labour - involuntary penal labour and forced prostitution.

4. No child labour

Any form of child labour is not tolerated. The legal minimum age for employment shall be strictly observed in accordance with the respective applicable legislation and the internationally applicable ILO conventions. The prohibitions and immediate measures for the elimination of the worst forms of child labour in accordance with Article 3 of ILO Convention No. 182 of 17 June 1999 are observed.

5. Freedom of assembly

We recognize the right of all employees to form and join trade unions and workers' representative bodies. In particular, it is recognized and expected that employees are free to form and join trade unions in accordance with the law of the place of employment and that there are no negative consequences for them arising from the formation of or membership or activity in a trade union.

6. Working hours

The Supplier ensures that the maximum working hours and breaks according to statutory law in the respective country are respected.

7. Work safety and occupational health

The Supplier guarantees the (occupational) protection of workers in the workplace and workplace health protection within the framework of the occupational health and valid safety regulations under the applicable national law. The Supplier shall take all possible precaution to prevent accidents and to train all employees in health and safety.

The standards for safe and hygienic working conditions for all persons working at MEYER Group sites will be observed by MEYER Group. Appropriate measures for ensuring personal health and occupational safety are taken in order to ensure healthy working conditions.

8. Prohibition of forced eviction

Unlawful eviction and unlawful dispossession of land, forests and waters, and development or other use of land, forests and waters, which originally serve to secure the livelihood of a person, shall be prohibited.

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9. Use of qualified security services

When private or public security forces are deployed or used, the Supplier shall ensure that there is sufficient training and supervision to make sure that their use does not result in the violation of human rights, in particular torture, cruel, inhuman or degrading treatment, injury to life or limb, or violation of the freedom of association.

§ 2 Appropriate housing and accommodation

1. Housing and accommodation for workers deployed by our Suppliers must meet at least a minimum standard for adequate living conditions. Housing and accommodation is considered adequate if it complies with the guidelines of relevant local authorities at the least and any applicable laws and regulations of the respective country the work is executed in.

2. The Supplier commits themselves to accept and implement any guidelines established by the relevant competent authorities including any obligations resulting therefrom.

§ 3 Wages

1. The Supplier must pay their employees at least the fixed minimum wage according to national laws and regulations including any applicable collective agreements.

2. If so requested, the Supplier must submit sufficient written evidence that the minimum wage as defined in (§3.1) has actually been paid.

§ 4 Environmental obligations

1. Each Supplier has to pay due attention to the environment in all operations and minimise the use of natural resources e.g. electricity, raw materials, water and attempt to minimize their "carbon footprint".

2. One of each Supplier's main tasks is to prevent pollution of the environment by all reasonable efforts and to comply with international conventions and agreements as well as applicable national legislation on environmental protection, including rules on environmentally sound handling, collection, storage disposal and shipment of waste.

3. Furthermore, the Supplier shall adequately encourage their employees to act in an environmentally conscious manner.

§ 5 Business ethics

1. Anti-fraud and anti-bribery

The Supplier refrains from any and all forms of fraudulent behavior, corruption, extortion and bribery and specifically ensures that payments, gifts or other commitments to customers (including MEYER Group employees), government officials and any other party duly comply with the applicable anti-bribery laws.

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2. Anti-trust laws

The Supplier respects fair competition. Thus, the Supplier adheres to existing laws and regulations that uphold and promote competition, in particular prevailing anti-trust laws as well as laws that regulate competition. In dealing with competitors these provisions in particular prohibit collusion and other activities aimed at influencing prices or conditions, dividing up sales territories or customers or using prohibitive means to inhibit free and open competition. Furthermore, these provisions prohibit agreements which may inhibit customers in their freedom to autonomously determine their pricing and other conditions when reselling.

3. Conflict of interests

When our Suppliers deal with their own subsequent Suppliers or subcontractors and state institutions, the interests of the company and the private interests of employees must be kept strictly separate on both sides. Actions and decisions shall be pursued without regard to deliberations which do not concern the business at hand and which involve personal interests.

4. Company secrets

The Supplier obligates himself and its employees to safeguard trade and company secrets in connection with the business relationship to the MEYER Group. Disclosing confidential information and confidential documents to third parties without proper authorisation or providing other forms of access to them is forbidden unless proper authorization has been granted or if the information is publicly available.

§ 6 Subcontractors

The Supplier shall carefully select their own suppliers or subcontractors in order to fulfil their obligations to the MEYER Group according to objective criteria and in accordance with the provisions of this CoC. The Supplier undertakes to inform their suppliers or subcontractors of the provisions of this CoC and to ensure that these provisions are also complied with within the supply chain, e.g. by contractually agreeing on corresponding passing-on clauses.

§ 7 Compliance

The Supplier is at liberty to introduce further codes of conduct with higher requirements for human rights, environmental and ethical obligations for itself and its employees. The Supplier commits to inform its employees of the provisions of this CoC and the obligations that result from it and to ensure compliance therewith.

In order to ensure and demonstrate compliance with this CoC, the Supplier shall keep record of all relevant documentation and provide the MEYER Group with supporting documentation upon request.

In order to be able to verify compliance with this CoC, the Supplier agrees that the MEYER Group may visit and inspect the operating processes and facilities at the Supplier's premises relevant to the

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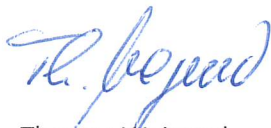
performance of the contract itself or through a third party at its own expense and with reasonable advance notice and taking into account the non-disclosure agreement.

Further contractual provisions shall remain unaffected.

§ 8 Violations


Compliance with the obligations under this CoC constitutes a material contractual obligation for the Supplier and violations may result in serious sanctions up to and including the termination of the business relationship with the MEYER Group. The details are governed by the respective contractual relationship.

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