

Compliance Plan:  
Supplier Code.



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29/04/2026



## **Supplier Code.**

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## **1. PURPOSE.**

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The CONESA Group Supplier Code ('the Code') sets out the non-negotiable minimum standards that we require our suppliers and their subcontractors ('the Supplier') to respect and comply with when doing business with the CONESA Group.

This document supports the ongoing implementation of our commitment to international standards such as the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the core conventions of the International Labour Organisation (ILO) and the ten principles of the UN Global Compact, extending beyond our own operations to all links in our supply chain.

The Code is an extension of CONESA Group's Corporate Business Principles and forms the basis of our Responsible Sourcing policy.

Furthermore, the Code aligns with the emerging requirements of Directive (EU) 2022/2464 on corporate sustainability reporting (CSRD), particularly regarding responsibility within the value chain, due diligence and supplier accountability in environmental, social and governance matters.

## **2. SCOPE.**

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The standards of the Code set out expectations for the Supplier with whom the CONESA Group does business, including parent companies, subsidiaries or affiliates, as well as all those with whom they do business, including all employees, suppliers and other third parties.

It is the Supplier's responsibility to communicate, educate and act diligently in verifying compliance with this Code amongst its employees, agents and subcontracted suppliers, where applicable.



### **3. PRINCIPLES OF MANDATORY COMPLIANCE.**

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#### **1. Human rights.**

CONESA Group fully supports the United Nations Framework Convention and Guidelines on Trade and Human Rights and expects the Supplier to respect all human rights, including labour rights, in all its business activities. At a minimum:

##### *Freedom of association and the right to collective bargaining*

The Supplier must grant its employees the right to freedom of association and the right to collective bargaining, as established in all applicable laws and regulations.

##### *Forced labour*

The Supplier must not, under any circumstances, use or otherwise benefit from any form of forced labour, in accordance with ILO Convention No. 29 on forced labour and ILO Convention No. 105 on the abolition of forced labour.

##### *Employment practices*

The Supplier shall only employ workers who are legally authorised to work at its premises and is responsible for verifying the eligibility of employees to work by means of appropriate documentation. All work shall be voluntary and workers shall be free to leave their employment or terminate their contract, subject to reasonable notice. As far as possible, the work carried out must be based on an employment relationship recognised and established by national laws and practices. Obligations towards employees subject to labour or social security legislation and regulations arising from standard employment relationships shall not be circumvented through the use of labour-only contracts, subcontracts or home-working contracts, or through work experience schemes where there is no intention to impart skills or provide employment, nor shall such obligations be circumvented through the excessive use of fixed-term contracts. In the case of employment through third-party employment agencies, the Supplier shall comply with International Labour Organisation Convention No. 181 concerning private employment agencies.



### *Minimum age for employment*

The use of child labour by the Supplier is strictly prohibited, in accordance with ILO Convention No. 138 on the minimum age and Convention No. 182 on the elimination of the worst forms of child labour. ILO Convention No. 138 on the minimum age stipulates that no child under the age of 15 (or 14 in some developing countries) is permitted to work, with exceptions allowed by the ILO or national laws. If the Supplier employs young workers, it must demonstrate that the work does not expose them to unnecessary physical risks that could harm their physical, mental or emotional development.

### *Fair and equitable treatment*

The Supplier must act with dignity, respect and integrity in its dealings with its employees:

- During recruitment and hiring practices, the Supplier shall not discriminate on the basis of criteria such as race, colour, religion, sex, age, physical ability, national origin, sexual orientation, political affiliation, trade union membership, medical tests or marital status, in accordance with ILO Convention No. 111 on discrimination.
- No form of harassment, threat, intimidation or verbal, sexual, physical or psychological abuse shall be tolerated.
- The Supplier shall respect the privacy rights of its employees whenever it collects private information or implements employee monitoring practices.

### *Working hours and rest days*

The Supplier must ensure that its employees work in accordance with all applicable laws and mandatory industry standards regarding normal working hours and overtime, including breaks, rest periods, holidays and maternity and paternity leave. In the absence of such laws, the Supplier shall not require a standard working week of more than 60 hours; employees shall have at least one day off after six consecutive working days; and all overtime worked shall be voluntary and compensated with a higher rate of pay.

### *Salaries and benefits*



The Supplier's employees must receive wages and benefits that, as a minimum, comply with national laws or industry standards, whichever is higher, as well as binding collective agreements, including those relating to overtime and other bonus payment arrangements.

## **2. Health and safety.**

CONESA Group expects the Supplier's management and operational systems, as well as its employees, to work to prevent occupational illnesses and injuries.

### *Workplace environment*

The Supplier shall provide its employees with a healthy and safe working environment. As a minimum, adequate drinking water, sanitation, ventilation, temperature and lighting, personal protective equipment, and properly equipped workstations must be provided. Furthermore, facilities must be constructed and maintained in accordance with the standards set out in applicable laws and regulations.

### *Emergency preparedness*

The Supplier shall be prepared for emergency situations. This includes evacuation and worker notification procedures, emergency drills and training, adequate first-aid supplies, appropriate fire detection and extinguishing equipment, and adequate emergency exits. The Supplier shall regularly train employees in emergency planning, response capabilities and medical assistance.

### *Product safety and quality*

All products and services supplied by the Supplier must meet the safety and quality standards required by applicable law. When conducting business with or on behalf of the CONESA Group, the Supplier must comply with the CONESA Group's quality requirements.

## **3. Environmental sustainability.**

CONESA Group requires its Supplier to comply with all applicable environmental legal requirements and to demonstrate continuous improvement in its environmental performance.

### *Environmental permits and reporting*



The Supplier shall ensure that it obtains, keeps up to date and follows the reporting guidelines for all necessary environmental records and permits, so that these are legally valid at all times.

*Product safety and hazardous materials*

The Supplier shall identify hazardous substances, chemicals and materials and ensure their safe handling, movement, storage, recycling, use and disposal. All applicable laws and regulations relating to hazardous substances, chemicals and materials shall be strictly followed. The Supplier shall comply with the material restrictions and product safety requirements set out in applicable laws and regulations. The Supplier shall ensure that key employees are aware of and trained in product safety practices.

*Resource consumption, pollution prevention and waste minimisation*

The Supplier shall optimise its consumption of natural resources, including energy and water. The Supplier shall implement and demonstrate positive measures to prevent pollution and minimise the generation of solid waste, wastewater and gaseous emissions. Prior to discharge or disposal, the Supplier shall identify and treat wastewater and solid waste appropriately and in accordance with applicable laws and regulations.

**4. Business integrity**

CONESA Group requires the Supplier to comply with all applicable laws and regulations on ethical trade in the countries where materials are sourced, produced and incorporated into CONESA Group's product ('country of use'). In the case of services, the location where the service is provided shall take precedence.

*Anti-bribery*

The Supplier must never offer or promise any personal or improper advantage, either directly or through intermediaries, to obtain or retain business or any other advantage from a third party, whether public or private. The Supplier shall not pay, arrange or accept bribes and shall not take any action to violate, or cause its business partners to violate, any applicable anti-bribery laws or regulations, including the US Foreign Corrupt Practices Act and the UK Bribery Act.

*Complaints mechanisms*



The Supplier shall have systems in place to enable anonymous reporting, information provision or management. A designated person shall be appointed to continuously monitor the reporting mechanism, keep records of any issues that have arisen and take appropriate action in a confidential manner.

#### *Records*

The Supplier shall maintain up-to-date and transparent books and records to demonstrate compliance with applicable government and industry regulations regarding materials and services.

#### *Origin*

The Supplier shall be able to disclose all potential sources of primary origins (country of origin) associated with the deliveries made. CONESA Group reserves the right to request that the Supplier create, at any given time, a complete supply chain map tracing back to the origin, to facilitate the assessment of supply chain compliance.

#### *Intellectual property*

The Supplier shall take appropriate measures to safeguard and maintain the confidential or proprietary information of its business partners and shall use such information only for the purposes authorised in the contractual agreement. In the event of subcontracting, confidential information must only be shared with the consent of CONESA Group.

#### *Conflict of interest*

The Supplier is expected to inform CONESA Group of any situation that could be considered a conflict of interest and to disclose to CONESA Group if any employee or professional engaged by CONESA Group has any interest whatsoever in the Supplier's business or any financial ties with the Supplier.



#### **4. COMPLIANCE AND REPORTING.**

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##### **1. Compliance and enforcement**

CONESA Group expects the Supplier to comply with all applicable laws and regulations, and in particular those relating to the pillars detailed in this document, and to strive to meet international and industry standards, as well as best practices.

Furthermore, it reserves the right to verify compliance with the Code through internal or external assessment mechanisms and to require the implementation of improvements based on the requirements of the audit or the supplementary Responsible Sourcing Guidelines

Acceptance of the Code is a prerequisite in all CONESA Group contracts for suppliers. The standards of the Code do not replace, but are in addition to, the provisions of any legal agreement or contract between suppliers and the CONESA Group.

##### **2. Reporting of breaches**

The Supplier shall report any suspected breach of regulations, laws or the Code. Breaches must be reported to the CONESA Group contact person or may be reported confidentially via a Secure Channel, accessible to both employees and other stakeholders, via our website [www.conesagroup.com](http://www.conesagroup.com)

Reports will be treated confidentially, in accordance with Law 2/2023 on the protection of whistleblowers.



**5. SUPPLIER'S ACCEPTANCE. (IF REQUESTED BY CONESA)**

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The undersigned confirm that:

- we have received and taken due note of the contents of the CONESA Group Supplier Code, published by CONESA Group;
- we are aware of all relevant laws and regulations in the countries in which our company operates;
- we will inform CONESA Group of any suspected breaches of the Code;
- we will comply with the requirements of the CONESA Group Supplier Code, adopting a development-oriented approach without modifications or derogations;
- We will inform all our employees and subcontractors of the contents of the CONESA Group Supplier Code and ensure that they also comply with its provisions.

We hereby authorise CONESA Group or any organisation acting on behalf of CONESA Group to carry out audits, with or without prior notice, at our premises and at the business premises of our subcontractors at any time to verify compliance with the contents of the CONESA Group Supplier Code. (See explanatory note 1)

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Company stamp \_\_\_\_\_

Name and position \_\_\_\_\_

Company registration / legal identification / code / company number \_\_\_\_\_

Date and place \_\_\_\_\_

This document must be signed by an authorised representative of the Supplier and returned to the purchasing organisation within the CONESA Group that requested it.



Explanatory note 1:

Under this clause, CONESA Group reserves the right to inspect the premises of suppliers and subcontractors to ensure compliance with the provisions of the Code. Such inspections may be carried out either directly or through third parties authorised by CONESA Group, such as external auditors, sectoral organisations or even CONESA Group customers.