



HECKLER & KOCH

Protecting freedom – no compromise

Supplier **Code of Conduct**



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I. Foreword

Compliance with laws and alignment with ethical guidelines are of the utmost importance to our company and our business. Our customers, especially members of the police and military who advocate security and order, can rely on us not accepting immoral, unethical behavior or even violations of the law. We would rather refrain from a transaction than engage in a transaction that violates legal regulations or our own code of ethics and business conduct.

We expect that our suppliers also share our principles for responsible and ethical conduct. The exact standards that we require our suppliers to adhere to are set out in this Supplier Code of Conduct. Compliance with these standards is a prerequisite for successful collaboration. Anyone who does not share our business principles, goals and values cannot be a supplier to us.

II. Scope of application

This Supplier Code of Conduct applies to every contractual provision of services to a company in the Heckler & Koch Group (hereinafter also "Heckler & Koch"). Companies in the Heckler & Koch Group are H&K AG and all of its affiliated companies (Section 15 AktG). The companies affiliated with H&K AG are currently:

- Heckler & Koch GmbH
- Heckler & Koch Management GmbH
- H&K ITZ Immobilien Verwaltung GmbH
- H&K ITZ Immobilien GmbH & Co. KG
- NSAF Limited
- Small Arms Group Holding Inc.
- Heckler & Koch France S. A. S.
- Heckler & Koch Defense Inc.
- Heckler & Koch, Inc.
- HK Greece S. M. S. A.

With exception of the Heckler & Koch Group companies listed above, this Supplier Code of Conduct does not give rise to any rights of third parties; in particular, with regard to any stakeholders, it is not to be interpreted as a contract (with a protective effect) in favor of third parties or as an overall promise.

Other parts of the contract and other agreements remain unaffected by the inclusion of this Code of Conduct for Suppliers in the contractual relationship. However, to the extent that there are discrepancies or contradictions between this Code of Conduct for Suppliers and other agreements, the other agreements take precedence over the provisions of this Code of Conduct for Suppliers.

III. Basics

1. Supplier's obligations

It is the entrepreneurial self-understanding of Heckler & Koch and at the same time the expectation of all business partners that all laws applicable to the supplier are adhered to with regard to the business relationship with Heckler & Koch.

Business partners who deliver goods to Heckler & Koch or provide services or other contractual services for Heckler & Koch (hereinafter "Supplier") are therefore obliged, in connection with the contractual relationship, to comply with all legal provisions applicable to the subject matter of the contract as well as with the specific requirements and obligations regulated by this Supplier Code of Conduct.

2. Supplier's obligations to cooperate

Heckler & Koch expects a trusting collaboration with its Suppliers.

The Supplier therefore supports Heckler & Koch in the implementation of legally required due diligence processes through active and truthful participation and cooperation to a reasonable extent.

Our Suppliers are always aware of their corporate responsibility. This also includes taking measures that are necessary and appropriate for compliance and monitoring of these standards depending on the type and scope of the respective operation.

3. Supplier's obligations related to human rights and environmental expectations

In particular with regard to the human rights (V.) and environmental (VI.2) expectations of Heckler & Koch expressed in this Supplier Code of Conduct - against the background of the implementation of Heckler & Koch's obligations under the Act on Corporate Due Diligence Obligations in Supply Chains¹ ("LkSG") – the following:

Cooperation in observing human rights and environmental due diligence obligations

According to the LkSG, Heckler & Koch is legally obliged to set up an appropriate and effective risk management to comply with human rights and environmental due diligence obligations. In order to adequately address these human rights or environmental due diligence obligations, i.e. to prevent or minimize human rights or environmental risks or to stop the violation of human rights or environmental obligations, Heckler & Koch relies on the cooperation of its Suppliers. Against this background, Heckler & Koch strives to establish and maintain processes for observing human rights and environmental due diligence obligations together with its Suppliers that are appropriate to their size and circumstances and to work together in such a way that any adverse effects of their economic activities on Heckler & Koch's human rights and environmental expectations can be taken into account appropriately and at the same time the legitimate interests of the Supplier can also be taken into account.

If, in establishing this risk management and establishing a common process, Heckler & Koch and/or the Supplier determine that the Supplier requires support to comply with Heckler & Koch's human rights and environmental expectations, Heckler & Koch will take into account the respective circumstances and provide appropriate support in each individual case.

¹ Act on Corporate Due Diligence Obligations in Supply Chains dated 16th July 2021 (Federal Law Gazette I, page 2959); in German: Gesetz über die unternehmerischen Sorgfaltspflichten zur Vermeidung von Menschenrechtsverletzungen in Lieferketten vom 16. Juli 2021 (BGBl. I, S. 2959).

Appropriate support may include, in particular, training for the Supplier, help in improving processes or strengthening management systems.

Request for information and audits

Heckler & Koch is entitled to request information from the Supplier in individual cases with regard to compliance with the legal regulations and the human rights and environmental requirements and obligations listed in this Supplier Code of Conduct and to check compliance with it. In this context, Heckler & Koch is entitled to require the Supplier to carry out self-assessments or disclose relevant policies or procedures. In particular, Heckler & Koch is entitled to verify compliance with the aforementioned requirements - no more than once per calendar year, unless there is a legitimate reason for inspection - after prior notice and within normal business hours with the Supplier itself and/or by external auditors in accordance with the respective requirements check the applicable legal regulations on site. Such audits will be announced with reasonable notice in advance. If there are substantiated indications of violations of the above requirements, an on-site inspection can be carried out without prior notice, taking into account the seriousness of the violation.

When requesting information or otherwise checking compliance with the aforementioned requirements, it must be ensured that applicable legal provisions, in particular data protection and antitrust law, are complied with, that no legally binding or criminal confidentiality obligations, trade and business secrets or other legitimate interests of the Supplier are violated and that the Supplier's business processes are affected as ~~much~~ little as possible.

Supplier's obligation to pass on its duties to sub suppliers

The Supplier is obliged to work to a reasonable extent to (a) ensure compliance with the principles and obligations regulated in this Supplier Code of Conduct regarding human rights and environmental-related expectations through contractual requirements towards its contractual partners and (b) to oblige them to comply with these and to pass on the obligations and principles to their contractual partners if they are part of the supply chain relevant to Heckler & Koch.

Training and further education measures

The Supplier undertakes to participate in appropriate training and further education measures in which managers and employees in relevant business areas of its company are provided with an appropriate level of knowledge and an appropriate understanding of the human rights and environmental principles and legal regulations regulated in this Supplier Code of Conduct. Heckler & Koch supports the Supplier in implementing these requirements through targeted information and training.

Legal consequences of violations

If the Supplier violates the human rights and environmental requirements and obligations contained in this Code of Conduct, Heckler & Koch - without prejudice to any other contractual remedies - taking into account all the circumstances of the individual case and weighing up the interests of both parties, in accordance with the rest of the contractual relationship applicable legal regulations (deadline setting, warning, etc.) is entitled to terminate the contractual relationship with the Supplier by extraordinary termination.

The circumstances to be taken into account in each individual case, which must be considered when weighing up the interests of both sides, include in particular the willingness of the Supplier in the event of violations to immediately participate in the creation of a suitable concept to end or minimize the violation and to avoid future violations, and to implement it accordingly, taking into account the schedule set out in the concept.

4. Use of complaint procedures/whistleblower systems

Heckler & Koch expects that Suppliers ensure within the framework of the applicable legal regulations that their own employees, the employees of their contractual partners and third parties are not hindered to access suitable channels through which complaints about violations of this Supplier Code of Conduct can be made, or to make this otherwise difficult or impossible. It is prohibited to sanction whistleblowers who act in good faith or to treat them disadvantageously in any other way.

5. Consequences of violations in general

We clarify violations and possible concerns together and confidentially with the Supplier.

In the event of a violation of the principles and requirements of this Supplier Code of Conduct, the Supplier is obliged to immediately make reasonable efforts to end the violation or, if termination is not possible immediately, to mitigate it. This includes the Supplier's obligation to cooperate in developing and implementing an action plan to stop or minimize the violation. Heckler & Koch is entitled to demand appropriate measures to prevent and terminate a violation. In addition, any rights and claims that Heckler & Koch may have as a result of the violation (e.g. termination rights, claims for damages) remain unaffected.

In any case, the Supplier is obliged to document the measures taken on its part in a verifiable manner and in cases in which Heckler & Koch has become aware of a violation or in which Heckler & Koch substantiates the justified suspicion of a violation, the Supplier is obliged to openly inform Heckler & Koch about the facts, the measures taken and the progress made and to cooperate with Heckler & Koch in an appropriate manner.

6. Adjustments and Deployment

Heckler & Koch is entitled to adapt this Supplier Code of Conduct to the extent necessary due to legal requirements under the LkSG or a changed legal situation. Heckler & Koch will immediately notify the Supplier in writing of any adjustments to this Supplier Code of Conduct, together with a reasonable deadline for implementing the respective adjustments.

The Supplier will examine and appropriately take into account any changes to this Supplier Code of Conduct that are necessary for Heckler & Koch due to significant results of the annual or ad hoc risk analysis in accordance with the LkSG.

The currently valid version of the Supplier Code of Conduct is made available on the Heckler & Koch website (www.heckler-koch.com).

IV. Corporate integrity

1. Principle of legal compliance

We expect that our Suppliers behave in accordance with the law, regardless of whether these are national laws, international regulations or other legally binding regulations.

For this purpose, the Supplier must regularly inform itself about the requirements of the laws and regulatory requirements that apply to its business operations or its business relationship with Heckler & Koch, as well as about their internal implementation at the Supplier to the extent necessary and appropriate according to the nature and scope of Supplier's operations.

2. Prevention of economic crimes

In particular, the Supplier must refrain from such business actions and prevent them through appropriate supervisory measures that make the Supplier or one of its employees liable to prosecution due to fraud, breach of trust, insolvency offenses, granting or accepting advantages, bribery or corruption or comparable offenses.

3. Fair competition and market behaviour

The Supplier must comply with the regulations to protect competition, including antitrust laws. Agreements and business practices that are likely to unlawfully restrict competition, such as agreements to fix prices or share markets, must be avoided.

The Supplier must ensure that it complies with applicable foreign trade regulations, in particular customs regulations, import and export bans, trade sanctions and embargoes.

When participating in public tenders and other contact with government authorities, the Supplier must comply with the applicable legal regulations.

4. Product safety

The Supplier's products must comply with legal requirements and other technical standards that affect the quality and safety of the products.

Without prejudice to this, possible contractual quality agreements also apply.

5. Data and information security

The Supplier must process and store personal data in compliance with the relevant laws and regulations. In particular, data processing must be transparent and based on a legitimate purpose.

The Supplier undertakes to protect personal data in such a way that it is not accessible to unauthorized third parties. This includes all measures that are required according to the current state of technology.

6. Intellectual property

The Supplier must ensure that it has the necessary licenses for the use of third-party intellectual property. National and international regulations for the protection of intellectual property must be adhered to.

V. Protection of human rights

1. Principle of social responsibility

We attach the highest importance to the protection of human rights. We expect that our Suppliers are also committed to upholding and protecting internationally recognized human rights. The Supplier therefore undertakes to comply with the International Bill of Human Rights of the United Nations. The International Charter of Human Rights of the United Nations includes the Universal Declaration of Human Rights (A/RES/217, UN-Doc. 217/A-(III)) of December 10, 1948 (“Universal Declaration of Human Rights”), the International Covenant of December 19th on Civil and Political Rights (“International Covenant on Civil and Political Rights”) (hereinafter “ICCPR”) and the International Covenant on Economic, Social and Cultural Rights of December 19th, 1966 (“International Covenant on Economic, Social and Cultural Rights”) (hereinafter “IPwskR”).

2. International labour regulations

The Supplier also undertakes to respect the core labor standards of the International Labor Organization (ILO) and to ensure compliance with them. The ILO core labor standards are ILO Conventions No. 29², 87, 98, 100, 105, 111, 138, 155, 182, 187.

3. Human rights-related expectations and obligations in detail

The outcome of the Supplier's obligation to comply with the International Human Rights Charter and the ILO core labor standards is, in particular, the Supplier's obligation to respect and ensure Heckler & Koch's human rights expectations in connection with the Supplier's activities, as set out in more detail below.

Prohibition of child labour

The Supplier undertakes not to tolerate any of the prohibited forms of child labour and/or forced child labour mentioned below and to check the age information of employees for this purpose.

The Supplier may not employ children under the age at which compulsory education ends according to the law of the place of employment, whereby the employment age may not be less than 15 years. Exceptions to this only occur if the law of the place of employment provides for deviations in accordance with ILO Convention 138³. An example of such an exception could be employment in light work⁴.

The Supplier must not employ children in any of the worst forms of child labour. This includes all forms of slavery or practices similar to slavery (e.g. child trafficking, debt bondage, serfdom, forced or compulsory labor, etc.), prostitution, pornography, pornographic performances or illicit activities, in particular the production or trafficking of drugs. This also applies to forms of work which, by their nature or because of the circumstances in which they are carried out, are likely to be harmful to the health, safety or morals of children. Examples of this include night work, work in dangerous conditions or work which conflicts with school attendance.

² Convention No. 29 of the International Labour Organization of June 28, 1930 on Forced and Compulsory Labour together with the Protocol of June 11, 2014 to Convention No. 29 of the International Labour Organization of June 28, 1930 on Forced and Compulsory Labour.

³ Article 2 Paragraph 4, Articles 4 - 8 of Convention No. 138 of the International Labour Organization of June 26, 1973 on the minimum age for admission to employment (Federal Law Gazette 1976 II p. 201, 202); in German: Artikel 2 Abs. 4, Artikel 4 – 8 des Übereinkommens Nr. 138 der Internationalen Arbeitsorganisation vom 26. Juni 1973 über das Mindestalter für die Zulassung zur Beschäftigung (BGBl. 1976 II S. 201, 202).

⁴ Article 7 of Convention No. 138 of the International Labour Organization; in German: Artikel 7 des Übereinkommens Nr. 138 der Internationalen Arbeitsorganisation.

Prohibition of forced labour and all forms of slavery

The Supplier may not tolerate any form of slavery, practices similar to slavery, serfdom or other forms of domination or oppression in the workplace environment, e.g., ~~By~~ by tolerate extreme economic or sexual exploitation and humiliation, as well as the employment of people in forced labour. This includes services and work that the employee did not provide voluntarily or provided under threat of punishment (e.g. debt bondage or human trafficking).

For example, employees may not be denied the opportunity to terminate the employment relationship within a reasonable period of time; the notice period and other working conditions should be documented clearly and in writing.

In particular, the Supplier does not restrict the freedom of movement of its employees by withholding identification documents or comparable measures.

Disregard for occupational safety and work-related health hazards

The Supplier undertakes to ensure safety and health protection at work in accordance with the requirements of the law of the place of employment. In particular, Supplier must ensure adequate safety standards when providing and maintaining the workplace, workplace and work equipment, provide employees with the necessary protective equipment and provide them with appropriate instruction or training.

Should the production of products or provision of services involve exposure to chemical, physical or biological substances and thereby have an impact on the health or safety of employees, the Supplier undertakes to use such protective measures as are necessary under the circumstances and appropriate to the nature and size of its operation.

The Supplier's working hours, rest breaks and other measures as part of the work organization to prevent excessive physical and mental fatigue must at least follow the legal requirements of the place of employment.

Where possible, the Supplier should endeavor to set up an occupational health and safety management system in accordance with ISO 45001, OHSAS 18001 or a comparable recognized standard.

Disregard for freedom of association – freedom of association and the right to collective bargaining

The Supplier assures that it respects the freedom of assembly and association, so that employees have the opportunity to form and join trade unions of their own free choice, unless applicable law provides otherwise.

The Supplier does not prevent its employees from establishing, participating in, or organizing such unions, in particular from holding or electing offices, and does not otherwise restrict their freedom of association. Members of unions and non-members are not treated differently.

Unless the law of the place of employment provides otherwise, the trade unions can operate freely, which in particular includes the right to strike and the right to collective bargaining.

Prohibition of unequal treatment in employment

The Supplier must ensure a working environment that is free from discrimination, including harassment and intimidation.

In particular, any form of unequal treatment in employment based on national or ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief is prohibited unless it is justified by the requirements of the employment. Unequal treatment is a situation in which a person is treated less favorably solely or predominantly because of their membership in a particular group,

for example through payment of unequal pay for work of equal value or in hiring, promotion or termination measures.

The Supplier should take appropriate precautions, such as training and raising awareness among managers, to prevent such disadvantages and give employees the opportunity to report any violations.

Prohibition of withholding a fair wage

The Supplier undertakes to employ employees appropriately, i.e. at least in accordance with the minimum wage applicable under applicable law. Otherwise, the appropriate wage is determined according to the law of the place of employment.

Disregard for the protection of livelihoods

The Supplier undertakes to respect the rights of local communities affected by its business activities, in particular when acquiring, developing or otherwise using land, forests or waters, the use of which secures the livelihood of these communities. In particular, it may not force involuntary relocation or other unlawful eviction of such local communities⁵.

Contamination of soil, water or air as well as harmful noise emissions or excessive water consumption that are likely to make it more difficult for a person to have access to safe drinking water or sanitary facilities, to significantly impair their ability to obtain and produce food or to damage their health, must be omitted.

Appointment/use of security forces

If the Supplier commissions or uses public or private security forces, instruction and controls must be carried out to ensure⁶ that their use does not violate the prohibition of torture and cruel, inhuman or degrading treatment, does not violate the right to life and physical integrity, and that the freedom of association is not affected.

Other protected human rights positions

In addition to the protected human rights positions mentioned above, the Supplier is also prohibited from impairing in a particularly serious way a human rights position protected in the ICCPR, the ICCPR or the core labor standards of the ILO through its actions or negligent omissions.

VI. Protection of environment

1. Principle of sustainability

Heckler & Koch has set itself ambitious goals in terms of environmental protection and sustainability. We also expect our Suppliers to continually reduce the environmental impact of their activities.

The Supplier assures that its production and the raw materials or prefabricated products used in production comply with the applicable environmental laws and regulatory requirements. It should endeavor to establish an environmental management system in accordance with ISO 14001, Regulation (EC) No. 1221/2009 (EMAS Regulation) or a comparable recognized standard.

⁵ A consent that excludes involuntariness or illegality should follow the principle of free and prior informed consent, as stated in Article 10 of the "United Nations Declaration on the Rights of Indigenous Peoples" of September 13, 2007.

⁶ Measures can be based on the relevant guidelines of the „International Code of Conduct for Private Security Providers“ or the „Voluntary Principles on Security and Human Rights“.

2. International environmental regulations

The Supplier undertakes to comply with the prohibitions and requirements of the Minamata Convention on Mercury⁷, the Stockholm Convention on Persistent Organic Pollutants (POP)⁸ within the meaning of Regulation (EU) 2019/1021 of the European Parliament and of the Council of June 20, 2019 on persistent organic pollutants⁹ and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal¹⁰ within the meaning of Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste¹¹. In addition, the Supplier must comply with the provisions of Regulation (EC) No. 1907/2006 (REACH Regulation) when importing or trading with substances within the EU.

3. Efficient use of resources and energy

The Supplier undertakes to use natural resources and raw materials consciously and, if possible, efficiently and economically in its manufacturing processes.

The Supplier should set up a system for the efficient and economical use of energy. The Supplier should strive to have this energy management system certified according to ISO 50001 or a comparable recognized standard.

If possible, the Supplier should strive to use renewable energy.

4. Avoiding contamination of water, soil and air

The Supplier undertakes to take appropriate technical precautions to avoid contamination of surface or groundwater. In particular, it is intended to ensure the environmental compatibility of wastewater, runoff and other discharges into the water cycle.

If hazardous substances are used during production or are stored on the company premises, the Supplier must take precautions regarding the labeling and storage of the substances as well as the training of employees in order to avoid contamination of air, soil or water.

The Supplier undertakes to dispose of waste in accordance with the law and to set up a suitable system for the collection, storage and other handling of hazardous waste.

If possible, the Supplier should endeavor to replace hazardous substances with non-critical substitute substances.

⁷ Minamata Convention on Mercury dated October 10, 2013 (Federal Law Gazette 2017 II p. 610, 611); in German: Übereinkommen von Minamata vom 10. Oktober 2013 über Quecksilber (BGBl. 2017 II S. 610, 611).

⁸ Stockholm Convention on Persistent Organic Pollutants dated May 23, 2001 (Federal Law Gazette 2002 II p. 803, 804), last changed by the resolution of May 6, 2005 (Federal Law Gazette 2009 II p. 1060, 1061); in German: Stockholmer Übereinkommen vom 23. Mai 2001 über persistente organische Schadstoffe (BGBl. 2002 II S. 803, 804), zuletzt geändert durch den Beschluss vom 6. Mai 2005 (BGBl. 2009 II S. 1060, 1061).

⁹ Official Journal of the European Union L 169 dated May 26, 2019, p. 45; the relevant version is the version amended by Commission Delegated Regulation (EU) 2021/277 of December 16, 2020 (OJ L 62 of February 23, 2021, p.1); in German: ABl. L 169 vom 26.05.2019, S.45; maßgeblich ist die durch die Delegierte Verordnung (EU) 2021/277 der Kommission vom 16. Dezember 2020 (ABl. L 62 vom 23.02.2021, S. 1) geänderte Fassung.

¹⁰ Basel Convention on the Control of Transboundary Shipments of Hazardous Wastes and their Disposal of March 22, 1989 (Federal Law Gazette 1994 II, p. 2703, 2704).

in German: Basler Übereinkommens über die Kontrolle der grenzüberschreitenden Verbringung gefährlicher Abfälle und ihrer Entsorgung vom 22. März 1989 (BGBl. 1994 II S. 2703, 2704).

¹¹ Official Journal of the European Union dated July 12, 2006, p. 1; the relevant version is the version amended by Commission Delegated Regulation (EU) 2020/2174 of October 19, 2020 (OJ L 433 of December 22, 2020, p. 11); in German: ABl. L 190 vom 12.07.2006, S. 1; maßgeblich ist die durch die Delegierte Verordnung (EU) 2020/2174 der Kommission vom 19. Oktober 2020 (ABl. L 433 vom 22.12.2020, S. 11) geänderte Fassung.

5. Deforestation-free supply chain

The Supplier should ensure that both its production and the activities within its supply chain do not contribute to the illegal conversion of ecosystems.

In particular, the Supplier must, if applicable to his industry and his operating location, follow the requirements of the EU regulation proposal for deforestation-free supply chains (2021/0366) and, as soon as possible, start the reporting provided for by the regulation.

6. Climate protection

The Supplier undertakes to set corporate targets for its Scope 1, 2 and 3 emissions that are suitable and appropriate to the nature and scope of its operations in order to work towards achieving the goals of the Paris Climate Agreement, and to take such measures that are necessary to achieve its goals.

7. Animal protection

If the Supplier's business activities involve the handling of animals, it undertakes to follow the requirements of the Terrestrial Animal Health Code and the Aquatic Animal Health Code of the World Organization for Animal Health (OIE).

VII. Responsible supply chain

Heckler & Koch is committed to a responsible supply chain. Heckler & Koch's goal is for its products to be free of so-called conflict materials (tin, tantalum, tungsten, their ores and gold from conflict and high-risk areas) that contribute to the direct or indirect financing of armed groups, forced labour and other human rights violations.

The Supplier must establish special due diligence processes in accordance with the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas" for the following raw materials: tin, tungsten, tantalum and gold (so-called 3TG) from conflict-affected areas. and high-risk areas (so-called CAHRAs) such as the Democratic Republic of Congo (DRC).

Heckler & Koch requires its Suppliers to source all minerals from conflict and high-risk areas - especially tantalum, tin, tungsten and gold - only from audited, conflict-free smelters and refineries. If goods and materials contain conflict materials, the Supplier is obliged, upon request, to provide transparency across the entire supply chain, including the industrial processor (metallurgical plant/smelter), including information about the origin of the material, for example via the Responsible Minerals Assurance Process (RMAP) of the Responsible Minerals Initiative (RMI). Heckler & Koch expects the Supplier to exclude metallurgical plants or smelters and refineries for these raw materials without an appropriate and verified due diligence process.