

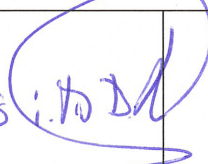
HEGGEMANN
○ ○ ○ ○ ○ ○



Supplier Manual
of
HEGGEMANN AG

Revision 6

General Quality Requirements for Suppliers

Approved:	03.07.2018 i. to 	Kloppenburg Purchasing Manager
------------------	---	--

Contents

1. Purpose
2. Scope of Application
3. Requirements
4. Quality Requirements
5. Monitoring
6. Training/Staff
7. Special Processes
8. Incoming goods inspection by the Supplier
9. Packaging
10. Inspection Certificates
11. Assessment of Quality Performance
12. Assessment of Quality Capability
13. Verification of the Production Process
14. Documentation
15. Product Identification and Retraceability
16. Tools and Jigs
17. Storage and Archiving
18. Incoming goods inspection at HEGGEMANN

1. Purpose

This Supplier Manual specifies the procurement criteria and associated processes on the side of the supplier and HEGGEMANN. The document specifies the applicable requirements for the supplier.

2. Scope of Application

This Supplier Manual applies to all suppliers of HEGGEMANN. On receipt of the respective order from HEGGEMANN, the supplier undertakes to comply with the requirements given in this manual.

Within the scope of application of this Supplier Manual, HEGGEMANN asks the supplier to observe the following aspects:

- his contribution to the product and services conformity
- his contribution to product safety
- the importance of ethical behaviour

3. Requirements

The supplier is requested to guarantee procurement of the following deliveries:

- Devices
- Material
- Parts
- Assembly Groups
- Services

The supplier must notify HEGGEMANN of any product or process deviation, subcontracting or change of subcontractor, or relocation of production facilities. Notification of such incident must be provided in advance, or upon acceptance of order at the latest, and is generally subject to agreement by HEGGEMANN. Subcontractors must be committed to observe our “General Terms of Purchase” as well as the contents of this Supplier Manual:

- The quality requirements are defined in the following documents:
The obligatory order drawing, the regulations and standards stipulated, the technical delivery conditions, and data sheets, etc.
- Any particular requirements agreed with regard to test regulations and test equipment
- The legal provisions (e.g. product liability, aviation law)

Upon order acceptance, the supplier acknowledges compliance with the REACH-provision (EG) No. 1907/2006, which details the registration, assessment, approval and limitation of

chemical substances. In particular, the supplier will comply with the provisions made on the preregistration and / or use of preregistered substances/preparations.

The supplier verifies the completeness of order documents and of the drawing index. The supplier will immediately notify HEGGEMANN's purchase department of any missing or faulty documents.

In all correspondence, especially in delivery documents and invoices, the supplier will refer to the respective order number issued, the name of the clerk in charge, and the supplier number.

4. Quality Requirements

The supplier is requested to establish and maintain a quality management system, according to, e. g., DIN EN ISO 9001, DIN EN 9100 or IATF 16949. HEGGEMANN will provide the supplier with the specific requirements to fulfil this demand.

The supplier will comply with the required extend with the specific requirements on quality and engineering, and will impose these requirements on his suppliers and subcontractors.

The supplier will introduce adequate methods to verify that his suppliers and subcontractors adhere to the customer's requirements with regard to drawings and specifications.

5. Monitoring

If necessary, the supplier is obligated to grant HEGGEMANN, the customers of HEGGEMANN, or the responsible authorities access to his premises and to the relevant documented information at each stage within the supply chain.

6. Training/Staff

The supplier must establish and maintain instructions for identifying training requirements, and perform training of his staff accordingly. Only appropriately qualified, trained, and experienced staff is entitled to perform the respective tasks. The supplier is obligated to keep record of the trainings performed.

The supplier undertakes to verify that this requirement is also met on the side of his suppliers and subcontractors.

The supplier must designate and train a product safety officer for all components produced and supplied according to IATF 16949 (e. g. for Volkswagen and BMW). The supplier must impose this requirement also to his suppliers and subcontractors.

The supplier has to ensure that his persons is aware of the following:

- their contribution to product or service conformity;
- their contribution to product safety;
- the importance of ethical behaviour.

7. Special Processes

The supplier must comply with the applicable standards, regulations and legal provisions during all of the following processes:

- Welding, soldering and adhesive bonding
- Non-destructive testing
- Heat treatment
- Surface treatment

The use of processing methods other than those specified by HEGGEMANN is subject to prior written approval by HEGGEMANN.

8. Incoming goods inspection by the Supplier

Prior to processing, the supplier will perform a check for completeness of the following items provided by HEGGEMANN:

- Raw material and purchase parts
- Components (quantity)
- Drawings and other material

Any deviation from the order documentation or completeness of delivery must be immediately notified to HEGGEMANN Purchase in written form.

In case the supplier receives direct deliveries of raw materials from other suppliers of HEGGEMANN AG, all documentation accompanying such deliveries (e. g. material certificates) must be forwarded to HEGGEMANN Purchase at einkauf@heggemann.com immediately after check of completeness.

9. Packaging

Unless the order specifies packaging instructions, the supplier is responsible for proper packaging, which is capable of protecting the products from any damage or impairment. If a

delivery consists of several material batches, each batch shall be separately packed and clearly identified to ensure clear assignment to the corresponding material certificate.

Thin-walled tubes, that can easily be deformed, must be forwarded in suitable packaging, which is capable to protect the tubes from transport damages, such as scratches and dents.

10. Inspection Certificates

The inspection certificates that may be requested by HEGGEMANN must comply with the requirements of DIN ISO 50049 / EN 10204, points 2.1, 2.2 and 3.1, respectively.

- Point 2.1: Certificate of compliance with the specifications of order, in which the manufacturer confirms that the delivered goods comply with the order, without specifying inspection results.
- Pkt. 2.2: Works test certificate, in which the manufacturer confirms that the goods delivered comply with the specifications of order. The works test certificate includes test results based on specific tests.
- Pkt. 3.1: Inspection certificate issued on the basis of tests performed according to the technical delivery conditions specified in the order and/or according to legal requirements and their respective technical regulations. The inspection certificate shall be issued by a department that is independent of the production department.

HEGGEMANN's order specifies the type of certificates required for the respective product. The certificates shall be enclosed with the consignment. The supplier shall inform HEGGEMANN Purchase in case the order does not specify the type of certificate.

Unless otherwise specified, the certificate must contain the following information:

1. Manufacturer:
 - (1) Name and address of the manufacturer
 - (2) Name and address of the customer or distributor
 - (3) Number of units contained in the consignment upon delivery
 - (4) The customer's order number or batch number
 - (5) A confirmation that the delivered products meet the order specification
 - (6) Signature and date of issue
2. Distributor:
 - (1) Name and address of the distributor
 - (2) Name and address of the customer
 - (3) Number of units contained in the consignment upon delivery
 - (4) The customer's order number, batch number, lot number, or head number, or other.
 - (5) A confirmation that the delivered products meet the order specification
 - 2) Signature and date of issue

All these documents (delivery note, certificate etc.) must be complete attached to each delivery or these documents can be send per Email before the delivery. At incoming date of product these documents must be also available.

Are these documents missing or incorrect, the goods will be blocked.

11. Assessment of Quality Performance

The supplier is entirely responsible for the quality of his products and services and shall gear towards the goal of “zero-defects” for his deliveries.

In case processes, products or services do not comply with the specifications of order, the supplier shall stop the respective process, block the components concerned, notify HEGGEMANN and await instructions for further treatment.

12. Assessment of Quality Capability

The assessment of the supplier’s quality capability is based on the following:

- Evaluation of the supplier questionnaire
- Assessment of first samples
- Auditing of the supplier’s Quality Management System at the supplier’s site
- Assessment of the inspection results of other, similar products delivered by the supplier
- Evaluation of the supplier’s reliability with regard to the adherence to delivery dates and ability to deliver
- Pricing
- Qualification of staff
- Assessment of the technical possibilities

13. Verification of the Production Process

To ensure product conformity, the (key) features identified during feasibility studies are specified and examined throughout the product-specific work process. According to the respective product, specific test plans are employed for this purpose. Records can be kept in electronic or in paper form.

14. Documentation

The supplier undertakes to introduce and maintain appropriate documentation, to prove adherence with the quality requirements for the products delivered regulated by law and agreed by contract, respectively.

The following documents shall be retained:

- Initial sample test reports
- The supplier's manufacturing and test instructions
- Test reports, SPC records
- Records to prove retraceability where applicable
- Delivery documents
- Confirmation of order/ Contract review

The retention period for ordinary production-related data and for parts subject to documentation is specified in chapter 17. Special cases are agreed by separate contracts. All forms of documentation are acceptable (paper, film, electronic).

15. Product Identification and retraceability

The supplier's quality system must guarantee that the products supplied and the work steps performed by his staff can be clearly identified throughout all processes, from the receipt and storage to the production and dispatch of the goods. To guarantee retraceability, the supplier shall keep records of the product identification data.

The supplier will take appropriate measures to prevent the use of counterfeit products.

16. Tools and Jigs

Tools and jigs that are the property of HEGGEMANN or our customers, must be identified with type labels. Tools and jigs may not be scrapped or relocated without prior consent of HEGGEMANN Purchase Dept.

17. Storage and Archiving

The supplier's quality system must guarantee that all order and production-related documents provided by HEGGEMANN (e. g., drawings, specifications, order documents, contracts) as well as the documents used internally by the supplier (e. g. forms, work instructions, documents on personnel) are retained according to the archiving period specified in the DIN EN 9130 standard.

Any deviation from the archiving period specified is subject to written approval by HEGGEMANN.

18. Incoming goods inspection at HEGGEMANN

An incoming goods inspection is performed upon receipt of the products ordered. The result of such incoming goods inspections is usually referred to as an assessment basis. If required, additional inspection methods are used to test critical components, raw material, or purchase parts:

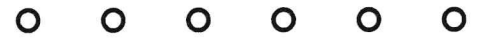
- Tensile tests
- Hardness measurements
- Non-destructive analysis methods

The goods are regarded as blocked until they have been successfully tested during incoming goods inspection. Materials managed in batches are made available after examination of the accompanying factory certificate.

In case deliveries are rejected, the supplier is committed to identify the cause of failure and notify HEGGEMANN Purchase of the corrective and preventative measures taken. Notification shall be provided by means of an 8D report or other suitable method and within the period of time specified.

Missing or incomplete delivery documents or certificates can lead to a rejection of the complete delivery.

[The valid version of this Supplier Manual is available at www.heggemann.com](http://www.heggemann.com)



Verhaltenskodex der HEGGEMANN AG

Die HEGGEMANN AG erkennt soziales Engagement, den Umweltgedanken und ein faires Miteinander als tragende Säulen unserer Gesellschaft an. Ökonomische, ökologische und soziale Verantwortung nachhaltig miteinander in Einklang zu bringen, ist das Ziel der HEGGEMANN AG.

Wir betrachten uns dabei als gleichwertigen Partner in unseren Geschäftsbeziehungen. Unsere Zusammenarbeit mit unseren Geschäftspartnern ist partnerschaftlich und von gegenseitigem Respekt geprägt.

Die grundsätzlichen Anforderungen der HEGGEMANN AG an ihre Lieferanten, Dienstleister, und deren Subunternehmer (nachfolgend auch „Geschäftspartner“) werden in diesem Verhaltenskodex geregelt. Die Dienstleister und Lieferanten der HEGGEMANN AG sind verpflichtet, ihre Subunternehmer und Mitarbeiter über den Verhaltenskodex der HEGGEMANN AG zu informieren und seine Erfüllung an jedem Arbeitsplatz, an dem Dienstleistungen und die Endverarbeitung von Produkten für die HEGGEMANN AG erbracht werden, sicher zu stellen.

Die nachfolgenden Anforderungen beruhen im Wesentlichen auf international gültigen Standards wie der Allgemeinen Erklärung der Menschenrechte, der UN Kinderrechtskonvention und anwendbaren Konventionen der ILO sowie der Gesetzgebung des jeweiligen Landes.

1. Einhaltung von Gesetzen

Die HEGGEMANN AG verlangt von all ihren Geschäftspartnern die Einhaltung sämtlicher geltender gesetzlicher Bestimmungen. Die Anforderungen der HEGGEMANN AG in diesem Verhaltenskodex können aber auch über die geltenden gesetzlichen Bestimmungen des jeweiligen Landes hinausgehen. Verstößt eine Anforderung der HEGGEMANN AG gegen die gesetzlichen Bestimmungen des jeweiligen Landes, hat der Geschäftspartner die HEGGEMANN AG darüber zu informieren.

Code of Conduct HEGGEMANN AG

HEGGEMANN AG recognizes social commitment, environmental awareness and fair cooperation as supporting principles of our society. The goal of HEGGEMANN AG is sustainably reconcile economic, ecological and social responsibility.

We regard ourselves as equal partners in our business relationships. Our cooperation with our business partners is based on partnership and mutual respect.

The basic requirements of HEGGEMANN AG for its suppliers, service providers, and their subcontractors (hereinafter also "business partners") are regulated in this Code of Conduct. HEGGEMANN AG's service providers and suppliers are obliged to inform their subcontractors and employees about HEGGEMANN AG's Code of Conduct and to ensure its compliance at every workplace where services and the final processing of products are provided to HEGGEMANN AG.

The following requirements are essentially based on internationally applicable standards such as the Universal Declaration of Human Rights, the UN Convention on the Rights of the Child and applicable ILO conventions, as well as the legislation of the respective country.

Compliance with laws

HEGGEMANN AG requires all its business partners to comply with all applicable legal provisions. However, the requirements of HEGGEMANN AG in this Code of Conduct may also go beyond the applicable legal provisions of the respective country. If a requirement of HEGGEMANN AG violates the legal provisions of the respective country, the business partner must inform HEGGEMANN AG accordingly.

2. Kinderarbeit / jugendliche Beschäftigung (ILO Konventionen 138 und 182 und UN Kinderrechtskonvention)

Es dürfen keine Personen beschäftigt werden, die jünger sind als das gesetzlich vorgeschriebene Mindesterwerbsalter des jeweiligen Landes. Die Geschäftspartner der HEGGEMANN AG sind verpflichtet, die erforderlichen Maßnahmen zu ergreifen, die eine Einstellung von Personen unter dem gesetzlichen Mindestalter verhindern. Das Mindestalter für die Zulassung zur Beschäftigung darf nicht unter dem Alter, in dem die Schulpflicht endet und auf keinen Fall unter 15 Jahren liegen. Innerstaatliche Normen zum Schutz von Kindern und Jugendlichen Beschäftigten sind einzuhalten. Es gelten die Ausnahmen der ILO. Kinder sind vor wirtschaftlicher Ausnutzung, der Ausführung von Arbeiten, die gefährlich sind, die die Ausbildung des Kindes beeinträchtigen sowie die Gesundheit oder physische, mentale, geistige, moralische oder soziale Entwicklung des Kindes gefährden können, zu schützen.

3. Diskriminierung

Jedwede Diskriminierung bei Anstellung und Beschäftigung ist untersagt. Insbesondere ist jede Unterscheidung, Ausschließung oder Bevorzugung, die auf Grund der Rasse, der Kaste, der Hautfarbe, des Geschlechts, des Alters, des Glaubensbekenntnisses, der politischen Meinung, der Mitgliedschaft in einer Arbeitnehmerorganisation, der körperlichen oder geistigen Behinderung, der ethnischen, nationalen und sozialen Herkunft, der Nationalität, der sexuellen Orientierung oder anderer persönlicher Merkmale vorgenommen wird, verboten.

Die Geschäftspartner der HEGGEMANN AG sind auch für solche Arbeitnehmer verantwortlich, die über Agenturen oder sonstige Vermittler beschäftigt sind.

4. Arbeitnehmerrechte

Alle Formen von Zwangs und Pflichtarbeit werden von der HEGGEMANN AG nicht geduldet. Jegliche Form der Gefängnisarbeit wird abgelehnt. Kein Arbeitnehmer darf direkt oder indirekt durch Gewalt und/oder Einschüchterung zur Beschäftigung gezwungen werden. Mitarbeiter sind nur zu beschäftigen, wenn sie sich freiwillig für die Beschäftigung zur Verfügung gestellt haben. Alle Arbeitnehmer

Child work / youth employment (ILO Conventions 138 and 182 and UN Convention on the Rights of the Child)

No persons may be employed who are younger than the legally required minimum working age of the respective country. The business partners of HEGGEMANN AG are obliged to take the necessary measures to prevent the employment of persons below the legal minimum age. The minimum age for admission to employment must not be below the age at which compulsory schooling ends and in no case below 15 years of age. Domestic standards for the protection of children and youth employees shall be observed. The exceptions of the ILO shall apply. Children shall be protected against economic exploitation, the performance of work that is hazardous, that may interfere with the child's education, and that may endanger the child's health or physical, mental, spiritual, moral or social development.

Discrimination

Any discrimination in employment and occupation is prohibited. In particular, any distinction, exclusion or preference based on race, caste, color, sex, age, creed, political opinion, membership in an employee organization, physical or mental disability, ethnic, national and social origin, nationality, sexual orientation or other personal characteristics is prohibited.

The business partners of HEGGEMANN AG are also responsible for such employees who are employed through agencies or other intermediaries.

Employee rights

All forms of forced and compulsory labor are not tolerated by HEGGEMANN AG. Any form of prison labor is rejected. No employee may be forced into employment directly or indirectly by force and/or intimidation. Employees are to be employed only if they have voluntarily made themselves available for employment. All employees shall be treated with dignity and respect. No employee shall be

sind mit Würde und Respekt zu behandeln. Kein Arbeitnehmer darf verbaler, psychischer, physischer, sexueller und/oder körperlicher Gewalt, Nötigung oder Belästigung ausgesetzt werden.

Die Geschäftspartner der HEGGEMANN AG sind auch für solche Arbeitnehmer verantwortlich, die über Agenturen oder sonstige Vermittler beschäftigt sind.

Alle Arbeitnehmer haben das Recht, sich Vereinigungen ihrer Wahl anzuschließen, diese zu gründen und kollektive Verhandlungen zu führen.

Die Arbeitszeiten inklusive Mehrarbeit haben dem geltenden Recht, den industriellen Standards oder den relevanten ILO Konventionen zu entsprechen, je nachdem welche Regelung strenger ist. Den Arbeitnehmern steht nach sechs aufeinander folgenden Arbeitstagen mindestens ein freier Tag zu. Geleistete Mehrarbeit ist entsprechend den innerstaatlichen Normen separat zu vergüten.

5. Vergütung

Die Geschäftspartner müssen gewährleisten, dass der den Beschäftigten gezahlte Lohn mindestens dem gesetzlichen/tariflichen oder dem branchenüblichen Mindestlohn entspricht. Soweit es weder gesetzliche noch branchenübliche Mindestlöhne geben sollte, hat der Geschäftspartner sicherzustellen, dass der gezahlte Lohn im Wesentlichen zur Deckung der Grunderfordernisse der Beschäftigten unter Berücksichtigung individuell hinzutretender Umstände (wie reine Nebenverdiensttätigkeiten, Teilzeitbeschäftigungen o.ä.) ausreicht.

6. Gesundheit & Sicherheit

Die Geschäftspartner haben für ein sicheres und gesundes Arbeitsumfeld Sorge zu tragen.

Die Geschäftspartner treffen erforderliche Maßnahmen, um Unfälle und Gesundheitsschäden, die sich im Zusammenhang mit der Tätigkeit ergeben können, zu vermeiden. Hierzu haben die Geschäftspartner Systeme einzurichten, um eine potentielle Gefährdung der Gesundheit und Sicherheit seiner Beschäftigten zu entdecken und zu vermeiden oder auf diese zu reagieren. Sie müssen außerdem gewährleisten, dass die Beschäftigten regelmäßig über geltende Gesundheitsschutz und Sicherheitsnormen sowie Sicherheitsmaßnahmen informiert und geschult werden. Die Geschäftspartner haben vorstehendes zu dokumentieren.

subjected to verbal, psychological, physical, sexual and/or physical violence, coercion or harassment.

The business partners of HEGGEMANN AG are also responsible for such employees who are employed through agencies or other intermediaries.

All employees have the right to join and form associations of their choice and to bargain collectively.

Working hours, including overtime, shall comply with applicable law, industrial standards or relevant ILO conventions, whichever is more stringent. Employees shall be entitled to at least one day off after six consecutive working days. Overtime worked shall be compensated separately in accordance with national standards.

Payment

The business partners must ensure that the wage paid to the employees is at least equivalent to the statutory/tariff minimum wage or the minimum wage customary in the industry. If there are no statutory or industry-standard minimum wages, the business partner must ensure that the wage paid is essentially sufficient to cover the basic requirements of the employees, taking into account additional individual circumstances (such as purely secondary income activities, part-time employment or similar).

Health & Safety

Business partners shall provide a safe and healthy work environment.

Business partners shall take necessary measures to prevent accidents and damage to health that may arise in connection with the activity. To this end, business partners shall establish systems to detect and prevent or respond to any potential risk to the health and safety of its employees. They must also ensure that employees are regularly informed and trained on applicable health and safety standards and safety measures. Business partners must document the above.

7. Umweltschutz

Der Schutz von Natur und Umwelt ist ein integraler Bestandteil der Geschäftspraxis der HEGGEMANN AG. Die Geschäftspartner haben die jeweils geltenden Umweltnormen einzuhalten. Sie sind zudem gehalten, kontinuierlich an der Vermeidung und Verminderung von Umweltbelastungen zu arbeiten. Geltende Verfahren und Standards für die Abfallbewirtschaftung, den Umgang mit Chemikalien und anderen gefährlichen Stoffen sowie deren Entsorgung als auch für Emissionen und für die Abwasserbehandlung sind einzuhalten. Der Schutz und Erhalt der natürlichen Lebensgrundlagen ist in besonderem Maß zu berücksichtigen.

8. Bestechung und Korruption

Die HEGGEMANN AG toleriert keine Form der Bestechung oder Korruption. Alle Geschäftspartner und deren Beschäftigte haben sich so zu verhalten, dass keine persönliche Abhängigkeit, Verpflichtung oder Beeinflussung entsteht. Von allen wird ein geschäftliches Verhalten erwartet, das auf Fairness und Einhaltung der jeweils geltenden nationalen und internationalen Normen basiert. Ferner führt der Geschäftspartner in sämtlichen Geschäftsbereichen zu befolgende Antibestechungs- und Antikorruptionsvorgaben ein. Sofern in dem jeweiligen Land Geschenke der Sitte und Höflichkeit entsprechen, ist zu beachten, dass dadurch keine verpflichtenden Abhängigkeiten entstehen und die geltenden landesrechtlichen Normen eingehalten werden.

Hinweise zu korruptem Verhalten sollen der HEGGEMANN AG oder dem unabhängigen externen Ombudsmann gemeldet werden (siehe Ziffer 10).

9. Überwachung Verhaltenskodex

Die Geschäftspartner sind auf Anforderung der HEGGEMANN AG verpflichtet, in den Arbeits- und Produktionsstätten ein Audit bzgl. der Einhaltung dieses Verhaltenskodex durchführen zu lassen.

Der direkte Geschäftspartner garantiert, dass die HEGGEMANN AG selbst oder von ihr autorisierte, unabhängige Dritte im Bedarfsfall bei ihm oder dem von ihm eingesetzten sonstigen Beauftragten die Überprüfung der Einhaltung der nach diesem Verhaltenskodex aufgestellten Grundsätze vornehmen darf. Er wird hierfür die Arbeitsstätten entsprechend benennen.

Environmental protection

The protection of nature and the environment is an integral part of HEGGEMANN AG's business practice. The business partners must comply with the respective applicable environmental standards. They are also required to work continuously on the avoidance and reduction of environmental pollution. Applicable procedures and standards for waste management, the handling and disposal of chemicals and other hazardous substances as well as for emissions and waste water treatment must be observed. The protection and preservation of natural resources must be given special consideration.

Bribery and corruption

HEGGEMANN AG does not tolerate any form of bribery or corruption. All business partners and their employees must conduct themselves in such a way that no personal dependence, obligation or influence arises. Business conduct based on fairness and compliance with applicable national and international standards is expected from all. Furthermore, the business partner shall implement anti-bribery and anti-corruption guidelines to be followed in all business areas. If gifts are customary and courteous in the respective country, it must be ensured that this does not give rise to any obligatory dependencies and that the applicable national standards are complied with.

Any indications of corrupt behavior should be reported to HEGGEMANN AG or the independent external ombudsman (see section 10).

Monitoring Code of Conduct

At the request of HEGGEMANN AG, the business partners are obliged to have an audit carried out at the work and production sites with regard to compliance with this Code of Conduct.

The direct business partner guarantees that HEGGEMANN AG itself or independent third parties authorized by HEGGEMANN AG may, if necessary, carry out inspections of compliance with the principles established in accordance with this Code of Conduct at the premises of the direct business partner or the other agent appointed by the direct business partner. He will designate the workplaces accordingly for this purpose.

Sofern die Nichteinhaltung festgestellt wird, ist der Geschäftspartner verpflichtet, unverzüglich entsprechende Abhilfemaßnahmen einzuleiten. Für die Abhilfemaßnahmen wird ausreichend Zeit durch die HEGGEMANN AG gewährt.

Unabhängig davon, ob der direkte Geschäftspartner selbst oder aber der von diesem eingesetzte sonstige Beauftragte gegen die nach diesem Verhaltenskodex aufgestellten Grundsätze verstößt und entsprechende Abhilfemaßnahmen nicht erfolgen, bleibt das Recht zur außerordentlichen Kündigung der Geschäftsbeziehungen mit dem Geschäftspartner aus wichtigem Grund durch die HEGGEMANN AG unberührt und wird hierdurch nicht eingeschränkt.

10. Beschwerdeverfahren

Beanstandungen oder Hinweise von Verstößen gegen diesen Verhaltenskodex können jederzeit der HEGGEMANN AG – auch in anonymisierter Form – an nachfolgend genannte Ansprechpartner gemeldet werden.


Die anzeigende Person ist gehalten nur solche Beanstandungen und Hinweise zu melden, über welche sie sich im guten Glauben über die Richtigkeit der entsprechenden Meldung befindet.

Alle Geschäftspartner müssen garantieren, benachteiligende Maßnahmen oder Disziplinarmaßnahmen gegenüber der anzeigenden Person zu unterlassen.

Meldung von Hinweisen zu korruptem Verhalten: Vorstand der HEGGEMANN AG.

Auf Wunsch kann die Abgabe von Hinweisen auch anonym übermittelt werden.

Ansprechpartner:



Dr. Christian Howe, Vorstand

HEGGEMANN AG
Zeppelinring 1-6
D-33142 Büren
howe@heggemann.com

If non-compliance is detected, the business partner is obliged to initiate appropriate remedial measures immediately. HEGGEMANN AG will allow sufficient time for the remedial measures.

Irrespective of whether the direct business partner itself or any other agent engaged by it violates the principles established under this Code of Conduct and appropriate remedial action is not taken, HEGGEMANN AG's right to terminate the business relationship with the business partner for cause shall remain unaffected and shall not be limited thereby.

Complaints procedure

Complaints or indications of violations of this Code of Conduct can be reported to HEGGEMANN AG at any time - also in anonymous form - to the contact person named below.

The reporting person is required to report only those complaints and indications about which he/she is in good faith as to the correctness of the corresponding report.

All business partners must guarantee to refrain from disadvantageous measures or disciplinary measures against the reporting person.

Reporting of indications of corrupt behavior: Executive Board of HEGGEMANN AG.

Upon request, the submission of tips can also be transmitted anonymously.

contact person



Dr. Christian Howe, CEO

HEGGEMANN AG
Zeppelinring 1-6
D-33142 Büren
howe@heggemann.com