

INNIO Supplier Code of Conduct

A Message from INNIO

INNIO Group is committed to integrity and high standards of business conduct in everything we do, especially in our dealings with our suppliers, contractors, joint venture partners and consultants (collectively “Suppliers”).

The objective of this this INNIO Supplier Code of Conduct (hereinafter referred to as “Code”) is to establish a basis for positive development of responsible procurement practices through regular dialogues and ongoing working relationships with our Suppliers.

INNIO bases its Supplier relationships on lawful, efficient and fair practices, and Suppliers must adhere to the principles detailed in this Code, the terms set forth in any contractual arrangements between Suppliers and INNIO and all applicable laws and regulations.

This Code reflects our commitment to the ten principles of the United Nations Global Compact and our respect for universally recognized normative standards such as the United Nations Universal Declaration of Human Rights, ISO standards on Health, Safety and Environment (HSE) and the core labour conventions of the International Labour Organization (ILO).

Suppliers are responsible for their compliance, and that of their representatives such as directors, officers, and employees, with the standards of conduct set out in this Code and in other contractual obligations to INNIO. Our Suppliers are also required to implement the principles and standards of this Code or similar internationally recognized standards to their own business partners, including suppliers, contractors, joint venture partners and consultants.

Please contact the INNIO manager you work with or INNIO’s Procurement Compliance Lead if you have any questions about this Code or the standards of business conduct that all INNIO Suppliers must meet. In the event of standards in this Code conflicting with local and national laws as well as international standards, we encourage our Suppliers to raise such conflicts to us to jointly establish the most appropriate course of action.

INNIO shall have the right, upon prior written notice, to conduct audits to verify the Supplier's compliance with its obligations under this Code, either itself and/or through third party auditors. In case of severe violations of the Code, INNIO reserves the right to take actions including and up to termination of contracts.

Responsibilities of INNIO Suppliers

You, as a Supplier to INNIO, agree:

Environmental, Social and Governance (“ESG”):

To comply with the applicable environmental and social protection laws and regulations. To take note and support the Sustainable Development Goals as published by the United Nations. To use natural resources, raw materials, and energy responsibly and provide periodically and on request ESG data to INNIO.

To set aspirations or goals concerning the ESG standards and continuously address climate challenges, including limiting the temperature increase to no more than 1.5 degrees Celsius compared to pre-industrial levels by mid-century.

Fair Employment Practices:

To (i) observe applicable laws and regulations governing wages and hours, recruitment and employment contracts; (ii) allow workers to choose freely whether to organize or join associations of their own choosing for the purpose of collective bargaining as provided by local law or regulation; (iii) prohibit discrimination, harassment and retaliation; (iv) upon end of employment, reimburse return transportation costs for workers recruited from outside the country; (v) not charge workers recruitment fees or utilize firms charging workers such fees; (vi) not utilize fraudulent or misleading recruitment practices; (vii) not hold or destroy a worker's identity or immigration documents; and (viii) provide workers with terms and conditions of employment in a language the worker understands.

Environment, Health & Safety:

(i) To comply with applicable environmental, health and safety laws and regulations, including those related to hazardous materials and waste disposal; (ii) to provide workers a safe and healthy workplace; and (iii) not to adversely affect the local community. If housing is provided or arranged, it must meet host country safety standards.

Human Rights:

(i) To respect human rights of your employees and others in your business operations and your activities for INNIO; (ii) not to employ workers younger than 16 (sixteen) years of age or below the applicable minimum age, whichever is lower; (iii) not to use forced, prison or indentured labor, or workers subject to any form of physical, sexual or psychological compulsion, exploitation or coercion, or to engage in or abet trafficking in persons; (iv) to adopt policies and establish systems to procure tantalum, tin, tungsten, and gold from sources that have been verified as conflict free; and (v) to provide supporting data on your supply chain for tantalum, tin, tungsten, and gold to INNIO when requested, as detailed in INNIO's Conflict Minerals policy.

Working with Governments, Anti-Bribery & Anti-Corruption and Dealings with INNIO Employees and Representatives:

(i) To maintain and enforce a policy requiring adherence to applicable laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78dd1, et seq.) ("FCPA") and other applicable anti-corruption laws (ii) not to offer, promise, authorize, or provide, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, including offers of employment, or participation in a contest, game or promotion, to any INNIO employee, representative or INNIO customer or to any government official or "foreign official" as defined in the FCPA, in connection with any INNIO procurement, transaction or business dealing, and (iii) to provide supporting data to INNIO when requested.

Competition Law:

Not to share or exchange any price, cost or other competitive information or engage in any collusive conduct with any third party with respect to any proposed, pending, or current INNIO procurement.

Intellectual Property:

(i) To respect the intellectual property and other property rights of INNIO and of third parties, including all patents, trademarks, and copyrights; and (ii) use INNIO's intellectual property and confidential or proprietary information solely for authorized business purposes and not to disclose or provide any such property or information to a third party without proper approval from INNIO.



Security and Privacy:

(i) To respect privacy rights and all confidential or proprietary information of or relating to INNIO and secure the data of INNIO employees, customers, and suppliers (collectively, “INNIO Data”); (ii) to implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of INNIO Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of INNIO Data, misuse of INNIO Data, or unlawful processing of INNIO Data; and (iii) protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations.

Trade Controls, Customs Matters & Tax Law:

Not to transfer INNIO technical information to any third party without the express, written permission of INNIO, and to comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods, services, software, technology, or technical data including any restrictions on access or use by unauthorized persons or entities. Not to take or participate in any actions that may be viewed as tax evasion or the facilitation of tax evasion.

Business Process Controls:

To ensure that all invoices and any customs or similar documentation submitted to INNIO or governmental authorities or audited by third parties in connection with transactions involving INNIO accurately describe the goods and services provided or delivered and the price thereof, to ensure that all documents, communications, and accounting are accurate and honest.

How to Raise a Question or Concern

Subject to local laws and any legal restrictions applicable to such reporting, each INNIO Supplier is expected to inform INNIO promptly of any concern related to this Code affecting INNIO, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such an occurrence. INNIO Suppliers also must take such steps as INNIO may reasonably request to assist INNIO in the investigation of any such occurrence involving INNIO and the Supplier. If Supplier’s work is related to a U.S. government contract, Supplier must notify INNIO of any alleged non-conformance with this Code.

I. Define your question/concern: Who or what is the concern? When did it arise? What are the relevant facts?

II. Prompt reporting is crucial — a question or concern may be raised by an INNIO Supplier as follows:

- • By discussing with a cognizant INNIO Manager; OR
- • By emailing Compliance@innio.com, OR
- • By contacting INNIO’s Ethics Hotline at <https://ethics-hotline.innio.com/>
- • By contacting INNIO’s VP Compliance.

III. INNIO Policy forbids retaliation against any person reporting such a concern in good faith.

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