

Integrity: Powering Dematic's Ethical Supply Chain

As Dematic's Valued Supplier and in consideration for doing business with Dematic, Supplier represents and warrants that Supplier is in compliance with the following:

1. Complying with the KION Compliance Principles

As Dematic's business partner, Supplier is obliged to comply with all relevant legal regulations (including the US Foreign Corrupt Practices Act, the UK Bribery Act of 2010) and the applicable KION Compliance Principles (available at www.kiongroup.com/compliance). Supplier further agrees not to receive, give or take any unlawful or unethical commissions, payments, kickbacks, lavish or extensive entertainment or gifts or other things of value exceeding acceptable thresholds to or from any employee or agent of customers in connection with any sales lead or potential sales lead under this Agreement ("Improper Payments") and acknowledges that the giving or receiving of Improper Payments is strictly in violation of Dematic's corporate policy and may result in the cancellation of this Agreement and will lead to claims for any and all damages arising thereof. Supplier shall immediately notify Dematic in the event Supplier becomes aware of any requests for or Improper Payments made. Should Supplier make such Improper Payments, all Improper Payments must be repaid to Dematic. Supplier will accurately maintain, and require all its subcontractors to accurately maintain, all necessary records, including but not limited to financial records, to verify its compliance with this Section for a term of seven (7) years following the date of the Order or for such longer period as may be required by law. Supplier will comply with all applicable laws regarding basic working conditions and human rights and will not employ children, indentured labor, bonded labor, involuntary labor, or forced labor, or use corporal punishment or other forms of mental and physical coercion in its labor practices. Supplier shall pay a remuneration which is appropriate to national industry standards and in accordance with applicable national wage legislation or applicable collective agreements. Supplier agrees Dematic to may audit Supplier's compliance with this Section and all applicable laws. Supplier agrees it will provide Dematic access to its books and records and access to Supplier's facilities to conduct such audits upon reasonable notice to Supplier. In the event of Supplier's violation of this Section or any applicable laws, Dematic shall have the right to immediately terminate this Agreement and Supplier shall immediately indemnify Dematic for all costs incurred.

2. Upholding Human Rights and Ethical Labor and Employment Practices

The Supplier shall not engage in any form of forced or compulsory labor practices and Supplier's employees, independent contractors and/or other workers ("Personnel") shall be free to leave employment after reasonable notice to Supplier. Supplier shall comply with all internationally recognized human rights, including but not limited to the United Nations regulations on human and children's rights. Specifically, Supplier shall comply with the Convention Concerning the Minimum Age for Admission to Employment (Convention No 138 of the International Labor Organization) and the Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor (Convention No 182 of the International Labor Organization). If applicable national regulation concerning child labor provides for stricter measures, Supplier shall comply with such stricter standards. Further, Supplier shall not, among other things: (1) Hold Personnel's passports, visas and/or other documentation required to be, work and/or travel; (2) Require Personnel to purchase housing, food or supplies through Supplier or a vendor chosen by the Supplier, and if it is offered (and not required) by the Supplier or a vendor chosen by the Supplier, to do so at above market rates; (3) Require Personnel to pay fees in order to work or to be transported to the work site; (4) Provide transportation to Personnel at rate above market rates; or (5) Purchase services or goods from those known to engage in coerced labor practices. Within the scope of applicable laws and regulations, Supplier shall not engage in any form of discrimination or harassment, including, but not limited to, engaging in unfair or harassing practices based gender, gender identity, race, disability, ethnic or cultural origin, religion or world view, age or sexual orientation. Supplier must respect Personnel's right of association within the bounds of applicable laws and regulations.

3. Environmental product compliance and Responsible sourcing of minerals from Conflict-Affected and High-Risk Areas

As member of the KION Group, sustainability, protecting human health and the environment are fundamental business principles at Dematic and Dematic requires the same of its Suppliers. Supplier shall comply with all applicable international, national and/or local laws, directives, and/or regulations in the manufacturing and/or assembly of its products and/or components, as well as regarding the products and/or components supplied to Dematic. Supplier warrants that all delivered items comply with the material requirements set out in REACH (EC) No 1907/2006 and that Supplier has fulfilled its reporting obligations pursuant to Article 31-33 of REACH. In addition, Supplier warrants that delivered goods conform with the following laws: (1) (2011/65/EU) "RoHS Directive" on the restriction of the use of certain hazardous substances in electrical and electronic equipment, according to their area of application; (2) (EU) No. 528/2012 Biocidal Products Regulation, in its current version; (3) (2006/507/EC) Council Decision of the Stockholm Convention on Persistent Organic Pollutants, in its current version; and (4) (EC) No. 1005/2009 Regulation on substances that deplete the ozone layer, in its current version.

Furthermore, Dematic shares the concern of industry and other stakeholders that mining and trade of conflict minerals in the Democratic Republic of Congo (DRC) or adjoining countries ("Conflict Region") may be controlled or taxed by armed groups engaging in conflict and human rights abuses in that region. Supplier shall not deliver any items containing any conflict minerals as defined by Section 1502 U.S. Dodd-Frank-Act dated 2010 or similar national or international laws and regulations. If Supplier cannot exclude the presence of such conflict minerals in delivery items, Supplier is responsible to notify Dematic immediately in writing by indicating the article number and providing information by using the then-current version of the CMRT Conflict Minerals Reporting Template (see: <http://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template>).