

Supplier Code of Conduct

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1. Introduction

The Supplier Code of Conduct (the “Code”) formalises the key principles under which suppliers to Aleris Group AB (“Aleris”), any subsidiary, other associated company or companies under management by Aleris, are required to operate. Aleris works hard to select suppliers committed to ethical standards and business practices compatible with those of Aleris.

Aleris is following the UN Global compact 10 principles as an overall standard and expect that Aleris suppliers are in line and follow these 10 principles. The UN global compact 10 principles can be found at www.unglobalcompact.org

The Code formalises Aleris’s practices and makes clear that, despite differences in cultures and legal requirements, we expect that production and procurement, of all services or products for our business, are compatible with the high standards that contribute to the outstanding reputation of Aleris and our brands. Suppliers, including agents, lobbyists and intermediaries, are required to comply with this Code, and are accountable for ensuring that their sub-contractors, subsidiaries and associated companies comply with the same Code.

2. Relationship with relevant laws

The Supplier shall comply with this Code. If conflict of laws, national laws prevails. The Supplier shall report such differences in writing to Aleris.

3. Human rights and labour laws

The Supplier shall respect internationally proclaimed human rights, and shall avoid being complicit in human rights abuses of any kind. The Supplier shall respect the personal dignity, privacy and rights of each individual.

3.1 Freedom of association and the right to collective bargaining

The Supplier shall ensure and recognise the right of free association.

The Supplier shall not discriminate against worker’s representatives or members of trade unions.

Where the right to freedom of association and collective bargaining are restricted under national law, the Supplier shall allow workers to freely elect their own representatives.

3.2 Forced labour

The Supplier shall not use forced or compulsory labour, including, but not limited to, debt bonded labour. The Supplier shall ensure that the work relationship between the worker and the Supplier is freely chosen and free from threats.

The Supplier shall ensure that all workers shall be free to leave their employment after giving reasonable notice. Workers shall not be required to lodge deposits of money, identity papers or similar in order to get or keep their employment.

3.3 Child labour

The Supplier shall not employ or use child labour. In this Code “child” means anyone under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. “Child labour” means any work by a child or young person unless it is considered acceptable under the ILO Minimum Age Convention 1973 (C 138).

3.4 Non-discrimination

The Supplier shall prohibit direct or indirect negative discrimination based on race, colour, gender, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status, and shall promote equality of opportunity or treatment in employment and occupation.

The Supplier shall prohibit and refuse to tolerate, and not confer upon its workers, any unacceptable or degrading treatment, including mental cruelty, sexual harassment or discrimination gestures, language or physical contact that is sexual, coercive, threatening, abusive or exploitative.

3.5 Employment conditions

The Supplier shall provide remuneration that meets any national legal standard on minimum wage. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.

The Supplier shall secure that working hours are not excessive and as a minimum comply with applicable local laws.

The Supplier shall respect the individual worker’s need for recovery and secure that all workers have the right to adequate leave from work with pay.

The Supplier shall secure that all workers are provided with written and legally binding agreements of employment setting out employment conditions in a language understandable to the worker.

4. Health and safety

The Supplier shall secure that the workers are provided with a healthy and safe working environment in accordance with internationally recognised standards.

The Supplier shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. Whenever necessary workers are to be provided with, and instructed to use, appropriate personal protective equipment.

The Supplier shall provide adequate and regular training to ensure that workers are adequately educated on health and safety issues.

The Supplier shall secure that, where it provides accommodation, it shall be clean, safe and meet the basic needs of the workers, and, where appropriate, for their families.

5. Environment

The Supplier shall take a precautionary approach towards environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and diffusion of environmentally friendly technologies.

The Supplier shall act in accordance with relevant local and internationally recognised environmental standards.

The Supplier shall minimise its environmental impact and continuously improve its environmental performance.

6. Prohibited business practices

6.1 Corruption and other prohibited business practices

Aleris is firmly opposed to all forms of corruption. Aleris's objective is to compete in the marketplace based on competitive services and prices. Under no circumstances whatsoever, is it permitted to solicit, receive, accept or agree to receive or accept, directly or indirectly, bribes.

Aleris expects that the Supplier shall comply with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. The Supplier shall not offer, promise or give any undue advantage, favour or incentive to any public official, international organisation or any other third party. This applies regardless of whether the undue advantage is offered directly or through an intermediary.

6.2 Gifts, hospitality and expenses

The Supplier shall not, directly or indirectly, offer gifts to Aleris employees or representatives or anyone closely related to these. Neither Aleris nor its employees will accept or offer any gift, hospitality, promotional or other expenditure that may influence the recipient's integrity.

Hospitality, such as social events, meals or entertainment may be offered if there is a business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing Aleris shall be paid by Aleris. Gifts shall not be offered or received in situations of contract negotiation, bidding or award.

6.3 Money laundering

The Supplier shall be firmly opposed to all forms of money laundering and shall take steps to prevent its financial transactions from being used by others to launder money.

6.4 Unfair Competition

The Supplier shall under no circumstances cause or be part of any breach of general or special competition regulations, such as illegal cooperation on pricing, illegal market sharing or any other behaviour that is in breach of relevant competition laws.

6.5 Sanctions

The Supplier shall comply with applicable sanctions laws and economic sanctions programs administered by the EU, U.S., United Nations, or another applicable sanctions regime. The Supplier may not undertake any activity, or cause or require Aleris to undertake any activity, that could result in Aleris violating any of the above-mentioned sanctions laws and regulations.

6.6 Restrictive measures in view of Russia's actions destabilising the situation in Ukraine

The Supplier shall comply with Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (in its consolidated version as amended from time to time) and Regulation (EU) No 269/2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (in its consolidated version as amended from time to time), as well as any other applicable EU regulations or recommendations relating to the situation in Ukraine applicable from time to time.

7. Information security

Information security is of paramount importance to Aleris, and we expect our suppliers to share the same commitment to safeguarding sensitive data and protecting the confidentiality, integrity, and availability of information. Suppliers must implement and maintain appropriate measures to ensure the security of any Aleris-related information, including but not limited to customer data, trade secrets, intellectual property, and any other confidential or proprietary information. This includes employing strong access controls, encryption techniques, network security measures, and regular security assessments to identify and mitigate potential vulnerabilities. Suppliers must also comply with applicable laws, regulations, and industry standards related to information security. When necessary, our suppliers must agree to a data processing agreement which outlines the responsibilities and obligations related to the processing of personal data. Aleris expects its suppliers to take all necessary steps to prevent unauthorized access, disclosure, alteration, or destruction of information and to promptly report any security incidents or breaches. By adhering to these information security requirements, our suppliers contribute to maintaining a trusted and secure business environment.

8. Adequate books, records and audits

The Supplier shall have honest and accurate recording and reporting of information. As such, the Supplier's books, records and accounts must accurately and fairly reflect the Supplier's transactions in reasonable detail and in accordance with generally accepted accounting principles. Monitoring and enforcement procedures shall be implemented by the Supplier to ensure conformance with anti-corruption laws.

The Supplier is obliged to report deviations and corrective actions. Aleris may conduct onsite audits or issue-based assessments of the Supplier's conformance with the Code, as well as relevant laws, codes and ordinances and notwithstanding any term in the Supplier's agreements with Aleris. Aleris may also engage third parties to conduct such audits. The audits may be conducted without notice.

9. Violation of policy

Breach of the Code may result in actions being invoked against the Supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the Supplier. The range of actions available to be imposed on the Supplier includes, but is not restricted to, the following:

- Formal warnings: that the continued non-compliance will lead to more severe actions
- Disclosure of nature of breach to all sub-contractors, subsidiaries and associate companies
- Immediate termination of contract, without recourse