



Supplier Code of Conduct

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AGREED TERMS

Version control

Code version	Date of revision and publication
1.0	Nov 2023

ABOUT THIS CODE

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to Cox Automotive UK Limited and its Group of Companies (as defined below) (**Cox Automotive UK**). These core principles are reflected in this Supplier Code of Conduct (**Code**), which establishes the minimum standards that must be met by any entity that supplies products or services to Cox Automotive UK.

For the avoidance of doubt this Code shall apply to the supply of goods and / or services to all Cox Automotive entities in the UK and Europe.

DEFINITIONS AND SCOPE

In this Code:

Group of Companies means a party together with any Parent Undertaking of that party from time to time, any Subsidiary Undertaking of that party from time to time and any Subsidiary Undertakings of any Parent Undertaking of that party from time to time. The expressions Parent Undertaking and Subsidiary Undertaking shall have the meanings attributed to them in section 1162 of the Companies Act 2006 (and shall include any overseas companies).

Supplier means a company, partnership or individual that provides goods or services to one or more members of the Cox Automotive UK's Group of Companies.

worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

Representative means the Supplier's suppliers, vendors, agents, and subcontractors who are involved in Cox Automotive UK's supply chain.

WHO MUST COMPLY WITH THIS CODE?

The Supplier shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it.

SUPPLIER'S COMMITMENT

The Supplier agrees that:

It will comply with the requirements in this Code.

It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.

Any breach of this Code will allow Cox Automotive UK Limited and its Group of Companies to terminate its relationship with the Supplier with immediate effect.

1. Compliance with laws and regulations and priority of standards

1.1 In carrying out its agreement(s) with Cox Automotive UK, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.

1.2 Competing standards shall be addressed as follows:

- (a) If there is a conflict between any applicable laws or regulations, the provisions of an agreement with Cox Automotive UK Limited and / or its Group of Companies and the provisions of this Code, the Supplier shall meet the most stringent standard.
- (b) If there is a conflict between the provisions of an agreement with Cox Automotive UK Limited and / or its Group of Companies and the provisions of this Code, the Supplier shall meet the more stringent standard.

2. Updating this Code

Cox Automotive UK has the right to modify this Code from time to time, such updates to be published on the Cox Automotive UK website.

3. Workforce issues

3.1 **Slavery, human trafficking and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015 and Lieferkettensorgfaltspflichtengesetz, LkSG (German Supply Chain Due Diligence Act) in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

3.2 **Human rights.** The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles

concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.

- 3.3 **Equal opportunities.** Cox Automotive UK is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.
- 3.4 **Freedom of association and collective bargaining.** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.
- 3.5 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures, safeguards to prevent workplace hazards and work-related accidents and injuries and ensuring that workers are fit to perform their duties. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.
- 3.6 **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:
- (a) the minimum wage and benefits established by applicable law;
 - (b) collective agreements;
 - (c) industry standards; and
 - (d) an amount sufficient to cover basic living requirements.

4. **Payment terms**

- 4.1 The Supplier shall be entitled to invoice the applicable purchasing member of Cox Automotive UK for the agreed price:
- (a) for 'one-off' single supply goods (supplied at any time on or after satisfactory completion of delivery of those goods);
 - (b) for 'one-off' single supply of services at any time on or after satisfactory completion of the performance of those services; or
 - (c) for on-going supply of goods and / or services, the Supplier shall present invoices in respect of the goods and / or services satisfactorily provided in the previous month to the applicable purchasing member of the Cox Group of Companies or on such other basis as is agreed by Cox Automotive UK.
- 4.2 The Supplier shall submit any invoices to Cox Automotive UK in accordance with any invoicing submission procedures or systems of Cox Automotive UK from time to time and shall ensure that each invoice submitted by it details:
- (a) the purchase order to which it relates; and

- (b) any purchase order number or other reference supplied by the Cox Automotive UK to the Supplier in respect of that purchase order.

4.3 Save where otherwise agreed by Cox Automotive UK in writing, all valid and undisputed invoices which are correctly submitted by the Supplier to Cox Automotive UK shall be paid within sixty (60) days of the date on which the invoice is received by Cox Automotive UK.

4.4 Where the supplier has less than 50 employees, this constitutes a small business under the Prompt Payment Code. In these arrangements Cox Automotive UK shall pay invoices within 30 days from the date of the valid and undisputed invoice.

4.5 For the avoidance of doubt, the 30 day period will not start until such a time that Cox Automotive UK regards an invoice as valid and undisputed. Where an invoice is regarded as not valid and in dispute, Cox Automotive UK will notify the supplier immediately and in any event within 7 calendar days of receipt (i.e. received at the designated payment address). This ensures that payment is not unduly delayed.

4.6 Settlement will be via bank transfer into a single bank account as nominated in writing from time to time by the Supplier. Such nominated bank account must be held in the name of the Supplier and be located in the territory in which the Supplier is established.

4.7 The Cox Automotive UK and / or the applicable purchasing member of the Cox Group of Companies shall not be obligated to pay for goods and / or services that were supplied more than 3 months prior to the date the invoice was received by Cox Automotive UK.

5. Data protection and information security

5.1 The Supplier shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on Cox Automotive UK's behalf.

5.2 The Supplier shall have in place appropriate measures to:

- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by Cox Automotive UK) held on its systems (which include physical and online or electronic systems);
- (b) ensure that there is no unauthorised access of the information by third parties, including its Representatives;
- (c) ensure the physical security of technology assets provided to it;
- (d) report suspicious or phishing emails or texts, unauthorised access to information, and suspected attacks on Cox Automotive UK technology systems;
- (e) only use secure networks and internet connections;
- (f) ensure that any person receiving information assets understands any restrictions on use;
- (g) handle Cox Automotive UK sensitive information assets with care and disclose only to those with access rights and a valid business need;
- (h) not install unauthorised software, applications, hardware, or storage devices on Cox Automotive UK assets;

- (i) not modify or disable services or applications deployed by Cox Automotive UK on assets or equipment; and
- (j) not access the Cox Automotive UK network through unauthorised applications or devices.

5.3 The Supplier shall enter into a separate Data Processing Agreement where requested by Cox Automotive UK.

5.4 The Supplier shall comply with the Cox Cyber Security Policy in providing any goods and / or services to Cox Automotive UK.

6. Environmental responsibility

6.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- (c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

6.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:

- (a) an assessment of the environmental impact of all historical, current and likely future operations;
- (b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;
- (c) measures to reduce the use of all raw materials, energy and supplies; and
- (d) raising awareness and training workers in environmental matters.

7. Bribery, corruption and tax evasion

7.1 The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including, but not limited to, the Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- (a) bribes, facilitation payments, kickbacks or illegal political contributions;
- (b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- (c) any other unlawful or improper payments or benefits.

7.2 The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of tax evasion (including, but not limited to, the Criminal Finances Act 2017). The Supplier shall not engage in any activity, practice or conduct that would constitute an offence, or cause Cox Automotive UK to commit an offence under the above.

8. Unfair business practices

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998), including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

9. Procuring and managing Representatives

9.1 With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of Cox Automotive UK's upstream supply chain. At a minimum, the due diligence must include the following:

- (a) investigations into prospective Representatives' stance, public statements and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
- (b) risk assessments for countries from which materials, components or finished goods are sourced; and
- (c) the prospective Representative's ability to meet the requirements and principles that are covered in this Code.

9.2 In its dealings with Representatives, the Supplier shall:

- (a) ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- (b) ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
- (c) pay its Representatives promptly.

10. Training

10.1 The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.

10.2 The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to Cox Automotive UK on request.

11. Certifying compliance and audit

11.1 The Supplier shall provide written confirmation to Cox Automotive UK at least once per year that:

- (a) it has appropriate systems in place to monitor its compliance with this Code; and
- (b) it is able to comply with this Code for the duration of its relationship with Cox Automotive UK.

11.2 The form of confirmation required by paragraph 11.1 is as set out in Schedule 1 to this Code.

11.3 In addition to the written confirmation at paragraph 11.1, Cox Automotive UK may conduct audits and inspections,

- (a) either directly by Cox Automotive UK or by its appointed representatives;
- (b) from time to time and at such frequency as the Customer determines in its sole discretion;
- (c) on such terms and scope as the Customer determines in its sole discretion;

to verify the Supplier's compliance with this Code. Cox Automotive UK has no obligation to conduct such audits or inspections.

11.4 The Supplier shall remediate any breaches or defects related to any audit or inspection in accordance with the timescales set by the Customer including, but not limited to, breaches or defects related to re-audits and re-inspections.

11.5 Where the Supplier fails to comply with paragraph 11.4, Cox Automotive UK may immediately terminate its business relationship with the Supplier (including any contracts).

12. Self-monitoring and reporting breaches

12.1 The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible and in any case within 24 hours of such breach (actual or suspected), by email to ukca.compliancesupport@coxautoinc.com and by post to the following address:

FAO: Supply Chain Director

Cox Automotive Europe

Central House, Leeds Road, Rothwell, Leeds, LS26 0JE

12.2 The Supplier shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

13. Breach, remediation and termination

13.1 Where Cox Automotive UK becomes aware of a breach of this Code by the Supplier or its workers, Cox Automotive UK may either:

- (a) immediately terminate its business relationship with the Supplier (including any contracts); or
- (b) require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code, and present it to Cox Automotive UK within such period of time as requested to do so by Cox Automotive UK. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, Cox Automotive UK may immediately terminate its business relationship with the Supplier (including any contracts).

13.2 Where Cox Automotive UK becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, Cox Automotive UK may either:

- (a) terminate its business relationship with the Supplier (including any contracts); or
- (b) require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable

time, Cox Automotive UK may immediately terminate its business relationship with the Supplier (including any contracts).

Schedule 1 Sample compliance certificate

As required by Cox Automotive UK's Supplier Code of Conduct (**Code**), [SUPPLIER NAME] certifies that:
We are complying with the requirements in the Code as of [DATE].

We have appropriate systems in place to ensure our own and our suppliers' continued compliance with the Code.

Signed by:

Signed:

[NAME OF SIGNATORY] on behalf of [SUPPLIER]

Date:

Please send a copy of this certificate by email to ukca.compliancesupport@coxautoinc.com and by post to the following address:

FAO: Supply Chain Director

Cox Automotive Europe

Central House, Leeds Road, Rothwell, Leeds, LS26 0JE