



D'leteren Supplier Code of Conduct

FOR SUPPLIERS, CONTRACTORS AND SUBCONTRACTORS | 2026

Preamble

Sustainable development is a key pillar of D'leteren's strategy and of its ambition to support the transition towards more sustainable mobility in Belgium. D'leteren actively engages with its stakeholders and anticipates environmental, social and economic evolutions in order to address related risks and opportunities.

In line with the United Nations Sustainable Development Goals (SDGs), D'leteren commits to high standards regarding labour and human rights, environmental protection, ethical business conduct and responsible corporate governance. These values are anchored in D'leteren's Code of Conduct The WayWeWork and reflected in this Supplier Code of Conduct.

D'leteren complies with Belgian and EU legislation and is aligned with internationally recognised principles, including the Universal Declaration of Human Rights, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the ILO Fundamental Conventions and the ICC Rules of Conduct.

D'leteren expects all suppliers, contractors and subcontractors ("suppliers") to conduct business responsibly, ethically and lawfully, implement processes ensuring compliance with the principles of this Supplier Code of Conduct, identify and mitigate risks of non compliance and engage in continuous improvement. This Supplier Code of Conduct applies to all suppliers, regardless of size, activity or country of operation and is not amendable. Suppliers shall cascade these principles to their own supply chain.

Compliance with this Supplier Code of Conduct is a mandatory condition for doing business with D'leteren. Once signed, it is binding for the entire duration of the contractual relationship.

1. Ethics and compliance

1.1 PREVENTION OF CORRUPTION AND BRIBERY

D'leteren applies a zero tolerance policy to any form of corruption, including bribery, facilitation payments, kickbacks, improper advantages or money laundering. Suppliers shall not offer, request, authorise or accept anything of value intended to influence a decision or gain undue advantage.

D'leteren expects suppliers to actively support this zero tolerance standard within their own operations and across their supply chain.

1.2 GIFTS AND HOSPITALITY

Suppliers shall refrain from offering gifts or hospitality to D'leteren employees that are not reasonable, modest, symbolic, occasional and transparent. Cash or cash equivalents are prohibited.

Gifts, favours or invitations are strictly prohibited during tenders or contract renewals, when public officials are involved or when benefits could affect impartial decision making.

When in doubt, suppliers shall consult D'leteren's Legal Department.

1.3 CONFLICTS OF INTEREST

Suppliers must avoid situations in which personal interests conflict or appear to conflict with professional duties. Any actual or potential conflict must be disclosed immediately to D'leteren. D'leteren personnel must similarly report any personal relationships with suppliers.

1.4 FAIR COMPETITION

Suppliers must comply with EU and Belgian competition law. They shall not fix prices, manipulate tenders, divide markets, limit production or exchange sensitive information with competitors.

1.5 DATA PROTECTION AND CYBERSECURITY

Suppliers processing personal data for D'leteren must comply with the GDPR and with D'leteren's instructions. Suppliers shall implement adequate cybersecurity measures, including access control, encryption, vulnerability management, monitoring and penetration testing where appropriate. Any data breach or security incident impacting D'leteren must be reported without any delay, no later than within 24 hours after becoming aware of it.

1.6 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Suppliers must protect D'leteren's confidential information and intellectual property and use it solely for contractual purposes. Disclosure requires prior written approval.

2. Human rights and social standards

2.1 MODERN SLAVERY AND FORCED LABOUR

All work must be freely chosen. Suppliers shall prohibit and prevent forced labour, human trafficking, retention of identity documents or any form of coercion.

2.2 CHILD LABOUR

Suppliers may not employ workers below the legal minimum working age. Exceptions apply only for government approved youth training programmes.

2.3 WORKING TIME, WAGES AND BENEFITS

Suppliers shall comply with legal requirements on maximum working hours, rest periods, paid leave, remuneration and statutory benefits. Wages must be paid regularly, transparently and traceably.

2.4 HEALTH AND SAFETY

Suppliers shall provide a safe and healthy working environment, assess risks, implement preventive measures and provide appropriate training and equipment. When operating on D'leteren sites or customer sites, suppliers must immediately report unsafe situations to the relevant D'leteren manager.

2.5 HARASSMENT AND BULLYING

Suppliers shall ensure a workplace free from harassment, intimidation, threats, verbal or physical abuse or any degrading treatment. D'leteren expects suppliers to uphold the same zero tolerance principle that governs its internal practices.

2.6 NON DISCRIMINATION, DIVERSITY, EQUITY AND INCLUSION

Suppliers shall treat workers fairly and equally regardless of race, colour, gender identity, sexual orientation, age, origin, disability, religion, marital status, political views or any other characteristic.

2.7 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Suppliers shall respect workers' rights to form or join trade unions, bargain collectively or refrain from such activities.

2.8 HUMAN RIGHTS DUE DILIGENCE

Suppliers shall, on a regular basis, identify and assess risks to workers and communities, implement mitigation measures and report annually to D'leteren on material incidents and remediation.

3. Environment and climate

3.1 REGULATORY COMPLIANCE

Suppliers must comply with all environmental laws and regulations applicable to their operations.

3.2 CLIMATE STRATEGY AND GREENHOUSE GAS EMISSIONS

D'leteren has committed to science based climate targets aligned with the Paris Agreement:

- reduction of Scope 1 and 2 emissions by 42% by 2030,
- reduction of Scope 3 Category 11 (use phase of sold products) emissions by 42% by 2030,
- Net Zero emissions by 2050.

Suppliers are expected to support D'leteren in achieving these climate objectives by:

- measuring their Scope 1 and 2 emissions and relevant Scope 3 categories,
- adopting credible reduction plans based on recognised methodologies,
- sharing climate related information with D'leteren whenever requested.

3.3 ENERGY AND RESOURCE EFFICIENCY

Suppliers should reduce consumption of energy, water and raw materials and increase the use of renewable energy whenever possible.

3.4 WASTE MANAGEMENT AND POLLUTION PREVENTION

Suppliers shall follow the waste hierarchy (prevention, reuse, recycling, recovery, disposal), properly manage hazardous substances and prevent air, soil and water pollution. Packaging should be reusable or recyclable whenever possible.

3.5 BIODIVERSITY, LAND USE AND DEFORESTATION

Suppliers shall avoid unlawful land conversion, protect sensitive habitats and comply with the EU Deforestation Regulation where applicable. Activities must not result in unlawful eviction or degradation of community land.

3.6 WATER PROTECTION

Suppliers shall prevent water pollution and avoid excessive water consumption that harms communities or ecosystems.

3.7 CIRCULARITY AND PRODUCT STEWARDSHIP

D'Ieteren considers circularity to be a key lever of its environmental strategy. Suppliers are therefore expected to support D'Ieteren's ambitions by:

- promoting products containing recycled or low impact materials,
- favouring repairable or reusable designs,
- applying ecodesign principles enabling circularity whenever feasible.

4. Compliance with D'Ieteren requirements

4.1 ESG ASSESSMENTS, DOCUMENTATION AND AUDITS

Suppliers selected by D'Ieteren's Sourcing and Procurement department based on their criticality, size, or business volume are required to either provide a valid EcoVadis rating or complete an EcoVadis assessment within 30 days of D'Ieteren's request and share the resulting scorecard. These suppliers must achieve at least an EcoVadis Bronze rating. Those who do not meet this minimum requirement must implement appropriate corrective actions to reach the Bronze level by the next assessment cycle.

All other suppliers, including those involved in tender processes or contract renewals, must complete an ESG questionnaire within the deadline communicated by D'Ieteren and provide all supporting documentation necessary for full and transparent disclosure.

For tenders led by the Sourcing and Procurement team, at least 15% of the evaluation score is allocated to ESG criteria. Suppliers are expected to prepare bids that reflect the importance of environmental and social performance in D'Ieteren's decision-making process.

To fulfil its due diligence obligations, D'Ieteren may carry out supplier assessments, request documentation, or mandate audits. Suppliers must provide accurate information, cooperate fully with these processes, and implement corrective actions where required.

4.2 SANCTIONS IN CASE OF VIOLATION

In case of violation of this Supplier Code of Conduct, suppliers must implement corrective measures within 30 days unless otherwise agreed. In the event of a serious breach creating immediate risk for D'Ieteren, suspension or termination of the relationship may occur without notice or compensation.

5. Integrity alert system

Suppliers may use D’leteren’s Integrity Alert System whenever they suspect a breach of the D’leteren Code of Conduct The WayWeWork, this Supplier Code of Conduct, D’leteren’s policies, or applicable law. Reports are handled confidentially by an independent law firm and whistleblowers who report in good faith are protected under the law and by D’leteren.

6. Implementation and continuous improvement

By entering into a contract with D’leteren, suppliers commit to ensuring that relevant personnel are trained, to preventing and addressing risks, to notifying D’leteren of any incidents related to activities performed on its behalf, to maintaining documentation demonstrating compliance, and to completing D’leteren’s ESG assessment or recognised equivalents whenever requested. Suppliers also agree to inform their teams about D’leteren’s Integrity Alert System, which enables good-faith reporting of suspected ethical or compliance violations and supports the effective handling of confirmed risks or breaches.

Acceptance and signature

Name of the supplier:

Authorised signatory:

Position:

Email address:

Date:

Signature:



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