

# PURCHASING POLICY



AMICA GROUP

## § 1

### [Definitions]

Whenever this policy refers to:

1. **Supplier** – it shall mean a natural or legal person or an unincorporated organization, being a party to a contract entered into with any of Amica Group Companies. The foregoing shall not apply where the parties to a contract are only Amica Group Companies.
2. **Declaration of Compliance** – shall mean a document confirming that the Supplier complies with the Code of Business Conduct.
3. **Amica Group** – shall mean the parent company i.e. Amica S.A. with its registered office in Wronki and its subsidiaries, covered by and listed in the consolidated financial statements.
4. **Code of Business Conduct** – shall mean a document specifying the standards of conduct to be observed by Amica's business partners, including Suppliers, in matters related to compliance with laws and regulations regarding, inter alia, corruption and management corruption, social and working conditions, human rights and environmental issues.
5. **Corruption** – shall mean actions consisting in promising, proposing or giving by any person, directly or indirectly, any undue benefits to a person performing a public function for themselves or for any other person, in return for an act or omission to act in the performance of their function.
6. **Management Corruption** – shall mean actions consisting in accepting and giving financial or personal benefits or promising them to and by the management staff of Amica Group in exchange for the abuse of the authority held or omission to fulfil the obligation imposed on the recipient, thus causing damage to Amica Group; furthermore, such actions may constitute an act of unfair competition for the benefit of counterparties.
7. **Management Bodies** – shall mean bodies managing the Company pursuant to applicable regulations (Management Board, General Manager).
8. **Policy** – shall mean this Purchasing Policy document.
9. **Employee** – shall mean any natural person performing work at Amica Group, regardless of the type of contract concluded and the position held.
10. **Company** – shall mean a company of Amica Group.

## § 2

### [Policy Objective]

1. The Policy objective is to ensure dynamic and sustainable development and to maintain high standards of relations with Suppliers, while working systematically with Suppliers to secure competitiveness and improve the quality and timeliness of deliveries or services provided.
2. The Policy is to prevent events that may lead to reputation or financial losses of Amica Group.

3. The objective can be achieved through transparency, honesty and reliability - the key principles the observance of which Amica Group Companies require from their Suppliers.
4. This Policy applies to all Amica Group Companies.
5. All activities resulting from the Policy conform to the principles set out in the Code of Business Conduct, the Policy for Counteracting Fraud and Irregularities and other policies and procedures that define in detail the values and rules of conduct adopted by Amica Group.

### **§ 3**

#### **[Scope and Applicability of the Purchasing Policy]**

1. The Purchasing Policy covers all the purchasing areas of Amica Group, including in particular purchasing of products, goods and services.
2. The responsibility for implementation of the Policy rests with the Employees managing the purchasing processes, in particular those responsible for concluding contracts with Suppliers.

### **§ 4**

#### **[Rules and Standards of Cooperation with Suppliers]**

1. Employees of Amica Group undertake to conduct their business in an ethical, legal and socially responsible manner.
2. Employees in cooperation with Suppliers follow good practices of cooperation, in particular:
  - a. partnership, which involves in particular the pursuit of mutually beneficial cooperation,
  - b. principles of fair competition,
  - c. counteracting corruption and management corruption,
  - d. transparency of the agreed principles of cooperation,
  - e. security of information, including personal data,
  - f. compliance with the Code of Business Conduct, in particular with regard to:
    - observance of human rights and labour rights,
    - observance of social and working conditions,
    - prohibition of child labour and forced labour,
    - no discrimination rule,
    - fair remuneration policy, conducting business while respecting the environment and having policies and procedures in this regard,
  - g. adherence to the principles of fair competition and business practice.
3. The Employees apply objective criteria in evaluating offers and conditions for participation in the purchasing process, thus supporting a model based on mutual trust in business.
4. The Employees regularly evaluate Suppliers, which in particular involves the following actions:

- a. assessment of the Suppliers' verification in accordance with established procedures,
- b. reacting to negative market signals regarding Suppliers,
- c. committing Suppliers to submit a Declaration of Compliance with the established Code of Business Conduct, on the terms set out in the Policy and procedures,
- d. assessment of the Supplier's compliance with the principles set out in the Code of Business Conduct, in particular through the Supplier's audit,
- e. assessing the quality of the products or services provided by the Supplier,
- f. verification of the timeliness of the delivery of products/services,
- g. assessment of the stability and competitiveness of price conditions,
- h. assessment of general business relations between Amica Group and the Supplier.

## § 5

### **[Suppliers' Compliance with the Code of Business Conduct]**

1. The Employees shall strive to constantly improve the sustainability of the operations and Amica Group Companies and to encourage Suppliers to participate in these efforts by applying sustainable practices described in the Code of Business Conduct.
2. Upon entering into a contract (establishing cooperation with the Supplier), the Employees must receive from the Suppliers the assurance of compliance with the provisions of the Code of Business Conduct, in accordance with the Declaration of Compliance, the template of which is attached as Annex 1 to this Policy, whereas:
  - a) this applies to the conclusion of any framework contract i.e. a permanent (fixed or indefinite) contract for the purchase of goods, components or services, regardless of its value,
  - b) in the case of one-time contracts, this obligation applies to contracts the value of which has been determined in accordance with the provisions of relevant procedures.
3. The Supplier shall submit the Declaration of Compliance in writing or in electronic form, using the template attached as Annex 1 to the Policy.
4. In the event that the Supplier refuses to apply the Code of Business Conduct i.e. refuses to sign the Declaration of Compliance, Amica Group may refuse to cooperate with such an entity, whereas it is necessary to first consider the interest of Amica Group in this regard.

## § 6

### **[Verification of Compliance with the Code of Business Conduct]**

1. Amica Group verifies how the Suppliers comply with the Code of Business Conduct through relevant audits in the form of inspection visits or documentation audits, including online meetings or electronic correspondence exchange.



2. The basis for the audit is the Supplier's Declaration of Compliance, in which the Supplier has undertaken to apply the Code of Business Conduct.
3. The scope of the audit may cover issues specified in the Code of Business Conduct and include checking whether the submitted Declaration of Compliance corresponds to the actual application of the Code of Business Conduct by the Supplier.
4. An audit shall be carried out by authorized employees of Amica Group, while respecting the security of the Supplier's confidential information and the law on personal data.
5. The Supplier shall be each time notified of the audit results and the recommendations laid down in the audit report.
6. Should the audit prove that the Supplier grossly violates the provisions of the Code of Business Conduct, Amica Group may terminate its cooperation with this Supplier or make further cooperation dependent on the Supplier's implementation of Amica Group's recommendations.

## **§ 7**

### **[Final Provisions]**

1. Detailed methods of dealing in relations with Suppliers are defined in separate procedures in force at Amica Group.
2. The Supplier must be notified of any material changes to the Code of Business Conduct. In such case, the Supplier is obliged to re-sign the Declaration of Compliance.



Annex to the Purchasing Policy - Declaration of Compliance

**DECLARATION OF COMPLIANCE**  
**with the Code of Business Conduct of Amica Group**

We, the undersigned, duly authorized to represent the Supplier of Amica Group, hereby confirm that:

1. We have received and acknowledged the Code of Business Conduct in force at Amica Group and the Purchasing Policy of Amica Group, and we undertake, in addition to our usual obligations specified in the agreements for cooperation with Amica Group, to fully comply with the principles and requirements set out therein.
2. We will effectively familiarize our employees, associates and subcontractors with the Code of Business Conduct and oblige them to comply with its provisions.
3. In order to verify compliance with the provisions of the Code of Business Conduct, we hereby agree to be audited by Amica Group's authorized representatives.

Company's name:	
Company's address:	
Name, surname and position of the authorized signatory of the Declaration of Compliance:	
Name, surname and position of the authorized signatory of the Declaration of Compliance:	

Legible signatures of the authorized representatives

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