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# Verhaltenskodex für Lieferanten im Rahmen von LkSG

Version 1.0, gültig ab 20. Dezember 2024

Beschreibung	Dokumentieren	Link
Deutsch	Verhaltenskodex für Lieferanten im Rahmen von LkSG	<a href="#">DE Link</a>

Language	Document	Link
English	Supplier Code of Conduct based on the requirements of the LkSG	<a href="#">EN Link</a>

语言	文档	链接
中文	LkSG 供应商行为准则	<a href="#">CN Link</a>

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# **Supplier Code of Conduct**

## **based on the requirements of the LkSG**

**Version 1.0, effective from December 20, 2024**

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## I. Introduction

This Supplier Code of Conduct (hereinafter referred to as the "**CSCC**") outlines the expectations of CATL Germany for suppliers regarding compliance with applicable laws on human rights and environmental protection throughout the supply chain. The standards and minimum requirements defined in this CSCC are based on the requirements of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, hereinafter referred to as "**LkSG**"), covering basic principles of social, environmental, and governance responsibilities. Adhering to the requirements of the CSCC does not exempt suppliers from meeting any additional obligations that may arise from applicable legal regulations.

Human and environmental rights are of utmost importance to us. More information can be found in our Human Rights Statement

[[https://www.catl.com/de/uploads/1/file/public/202412/20241224142354\\_twsce3raea.pdf](https://www.catl.com/de/uploads/1/file/public/202412/20241224142354_twsce3raea.pdf)].

We expect our suppliers to share this commitment and implement the obligations outlined in this Code of Conduct as the foundation of our business relationship.

## II. Scope of application

This Code of Conduct is incorporated into all current and future contractual relationships concerning the supply of goods and the provision of services between all natural or legal entities that sell or provide products or services to CATL Germany directly or through third parties, including affiliates, distribution partners, subcontractors, and agents (hereinafter referred to as "**Supplier**").

Companies considered part of CATL Germany for the purposes of this Code of Conduct include the companies established in Germany by Contemporary Amperex Technology Co., Ltd., including but not limited to: **CATL Thuringia AG, CATL Operation Services Thuringia GmbH, CATL Thuringia Trust GmbH**, and all future companies to be established in which these companies directly or indirectly hold at least 50% of the shares (hereinafter referred to as "**CATL Germany**", "**Company**", or "**we**").

## III. Commitment of the Supplier

### 1. General

The Supplier agrees to adhere to the principles and guidelines outlined in this CSCC as the foundation of the business relationship. In fulfilling contractual obligations, the Supplier commits to protecting the human rights and environmental legal positions detailed below. Any existing violations must be rectified, and measures must be implemented to prevent future breaches of these protected legal positions.

### 2. Protection of human and environmental rights

#### 2.1. Human rights protection

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Suppliers shall prevent and address adverse human rights impacts related to their business activities to protect human rights and working conditions. These include:

#### **2.1.1 Prohibition of child labor and protection of young workers**

Suppliers must not use child labor in any form across their value chain and business operations. Suppliers must comply with the minimum age requirement for employment, which must not be less than 15 years old or below the age required to complete compulsory education in the country or region where they operate. Suppliers are obligated to provide additional protection to individuals under the age of eighteen from the worst forms of child labor. They must also ensure that no one under the age of eighteen engages in work that could harm their morals, health, or safety due to the nature of the work or the conditions in the workplace.

#### **2.1.2 Prohibition of forced labor and modern slavery**

Suppliers must not tolerate any form of exploitation, including forced labor, modern slavery, involuntary labor, bonded labor, human trafficking, or any situation where an individual is compelled to work against their will without having voluntarily agreed to do so.

Suppliers are required to prohibit all forms of slavery and other forms of domination or oppression.

#### **2.1.3 Occupational health and safety**

Suppliers must comply with the legal requirements for occupational safety and health in the workplace, particularly concerning the risk of workplace accidents or health hazards associated with the job. They must ensure that:

- Equipment and workplaces are provided and maintained in accordance with at least the minimum safety standards according to relevant national law.
- Appropriate safeguards are established to prevent exposure to physical, chemical, or biological hazards.
- Measures are implemented to prevent mental and physical exhaustion, including suitable work schedules for working hours and rest periods.
- Employees receive appropriate training and guidance.

#### **2.1.4 Freedom of association and the right to collective bargaining**

Suppliers must respect their employees' freedom of association, including the following:

- Employees are allowed to form or join trade unions.
- The formation, joining, and membership in a union must not be grounds for unreasonable discrimination or retaliation by the Supplier.
- Unions shall be permitted to operate in compliance with the laws and regulations of their respective workplaces, including the rights to strike and engage in collective bargaining.

#### **2.1.5 Equal treatment in employment**

Suppliers shall prevent unequal treatment in employment, including but not limited to discrimination based on national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion, or belief, unless such treatment is justified by the employment situation. Additionally, suppliers are encouraged to provide equal employment opportunities and uphold the principle of equal pay for equal work.

#### **2.1.6 Living wage**

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Suppliers must pay their employees a living wage that meets or exceeds the minimum wage established by local employment laws.

### **2.1.7 Protection of local communities and indigenous peoples**

Suppliers must uphold the rights of indigenous peoples and local communities to education, employment, social activities, and acceptable living conditions. When business activities affect these communities or their land, and particularly when vulnerable groups are involved, Suppliers must respect the right to Free, Prior, and Informed Consent (FPIC).

### **2.1.8 Protection of land rights and prohibition of forced evictions**

Suppliers must avoid purchasing, developing, or using land, forests, and water resources in a manner that results in forcible evictions or violations of legal land tenure rights.

### **2.1.9 Responsible hiring of private or public security forces**

Suppliers shall refrain from employing private or public security forces, especially when the use of these forces, due to the lack of direction or control, results in:

- Violations of the prohibition against cruel, inhuman, or degrading treatment.
- Injury to life or physical harm.
- Undermining the right to organize and freedom of association.

## **2.2. Environmental protection**

### **2.2.1 Responsible management of soil, water, air, and noise**

Suppliers must avoid actions that result in detrimental soil changes, water pollution, air pollution, harmful noise emissions, or excessive water consumption. Such actions may result in the following consequences:

- Significant harm to the natural foundation necessary for food preservation and production.
- Denial of access to clean and safe drinking water.
- Damage rendering sanitation facilities ineffective.
- Harm to human health.

### **2.2.2 Responsible chemicals and waste management**

In accordance with the Minamata Convention, the Stockholm Convention, and the Basel Convention, Suppliers must prevent and mitigate negative environmental impacts arising from their business activities to safeguard human rights and the environment.

Suppliers must dispose of mercury, persistent organic contaminants, and hazardous waste responsibly, which includes the following:

- Prohibiting the production of items containing mercury, the use of mercury and mercury compounds in manufacturing processes, and the unlawful disposal of mercury waste, in compliance with the Minamata Convention.
- Banning the manufacture and use of chemicals known as "persistent organic pollutants," in accordance with the Stockholm Convention.
- Ensuring that the treatment, collection, storage, and disposal of wastes align with the requirements of the Stockholm Convention.
- Prohibiting the import or export of hazardous wastes and other refuse that violate the Basel Convention.

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## **IV. Risk management of Suppliers and obligation to cooperate**

### **1. Supplier risk management**

Suppliers should implement appropriate risk management measures to identify, mitigate, and prevent human rights and environmental risks associated with their business activities within their sphere of influence, and establish appropriate due diligence procedures and compliance management systems that are tailored to their business and value chain.

In addition, we expect each supplier to appropriately apply the standards and minimum requirements outlined in this CSCC throughout their entire supply chain, including subcontractors and contract labor providers, using a risk-based approach.

We will carry out risk evaluations to assess the risk profiles of our suppliers. Should we detect an elevated risk, we may require the implementation of further measures, in addition to adherence to the CSCC, to mitigate and prevent human rights and environmental risks. The Supplier is specifically required to support or allow actions that ensure all contractual obligations related to the protection of human rights and the environment are met.

### **2. Obligation to cooperate**

The Supplier commits to cooperating with us and allowing measures that are necessary to identify, mitigate, and prevent human rights and environmental risks.

The Supplier agrees to fully cooperate to the best of their ability in any investigations initiated in cases of risks or violations of the legal positions outlined in this CSCC, as well as in the implementation of any necessary preventive and corrective measures.

The Supplier will provide the necessary support to enable us to fulfill our own legal obligations according to LkSG, particularly in developing a plan and timeline for appropriate and effective actions ("Corrective Action Plan") to resolve any violations or mitigate any impacts that have already occurred.

### **3. Commitment to communicate the contents of this CSCC**

The Supplier is committed to ensuring that the contents and principles of this CSCC are upheld by its own employees. Additionally, the Supplier will undertake best efforts to communicate the principles of this CSCC to its own suppliers or third parties who provide goods or services related to the business relationship in order to prevent violations of the commitment outlined in this CSCC.

### **4. Information and audit rights**

We reserve the right to reasonably verify the Supplier's compliance with the standards outlined in this CSCC. Upon request for information regarding the implementation of this CSCC, the Supplier commits to providing the necessary information to the best of their knowledge and belief. We expressly reserve the right to request additional information, such as through self-assessment questionnaires.

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We also reserve the right to conduct audits at the Supplier's premises to the extent such audit is necessary to determine risks and violations of the human rights and environmental risk positions mentioned in this CSCC. The Supplier must permit our employees or authorized third parties to carry out reasonable inspections at all potentially affected sites and/or review the Supplier's risk-relevant documents to clarify any risks or violations related to this CSCC.

## **V. Complaint procedure**

The Supplier must promptly submit a report through our complaints procedure in case there are actual indications of risks or violations of this CSCC. The report should include information about the risks or violations related to the obligations arising from this CSCC within the Supplier's own operations or supply chain.

Our complaint mechanism is accessible through our website at [www.catl.com/de](http://www.catl.com/de). The rules of procedure for the complaint mechanism can be found at

[[https://www.catl.com/de/uploads/1/file/public/202412/20241224163930\\_ohd8coco3n.pdf](https://www.catl.com/de/uploads/1/file/public/202412/20241224163930_ohd8coco3n.pdf)].

All reported information will be handled confidentially, with due regard for data protection and the safeguarding of trade secrets.

The Supplier shall adequately inform both its own business area and direct suppliers about the option to report (potential) violations through the complaint mechanism. To achieve this, the Supplier should communicate to their employees, in a clear and appropriate manner, how the complaint procedure can be accessed and used anonymously. The Supplier explicitly commits not to disadvantage or penalize any employees or third parties who use the complaint mechanism.

## **VI. Consequences of violations**

If the Supplier breaches or is about to breach its obligations under this CSCC, it must immediately take reasonable remedial measures to ensure compliance and to prevent, terminate, or minimize the breach. The Supplier will document the situation and the measures taken internally and provide this information upon request. If a violation cannot be resolved promptly, the Supplier will collaborate with the Company to develop a "Corrective Action Plan," outlining a timeline for appropriate and effective actions to address the issue.

If the Supplier intentionally or through gross negligence violates any obligations under this CSCC, we reserve the right to suspend the business relationship until the Supplier meets the binding requirements of this CSCC. Without prejudice to other rights, we may terminate the contract with the Supplier for good cause and withdraw from contracts not fully performed if (a) the violation constitutes a serious breach of duty under this CSCC, and (b) the breach is not resolved within a reasonable time frame, with the Supplier failing to take effective measures to prevent similar future violations. Any further legal claims, particularly the right to seek damages, remain expressly unaffected by this.

## **VII. Commitment**

The Supplier has been informed of this CSCC, and agrees and commits to the contents of this document.

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# **LkSG 供应商行为准则**

**版本 1.0, 自 2024 年 12 月 20 日起生效**



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## 一、前言

本供应商行为准则（以下简称“**CSCC**”）概述了 CATL 德国公司对供应商在整个供应链中遵守适用的人权 and 环境保护法律的期望。本 CSCC 中规定的标准和最低要求以《德国供应链尽职调查法》（Lieferkettensorgfaltspflichtengesetz，以下简称“**LkSG**”）为基础，涵盖了社会、环境和管理责任的基本原则。遵守 CSCC 的要求并不免除供应商履行适用法律法规可能规定的其他义务。

人权和环境权利对我们至关重要。更多信息请参见我们的人权声明

[[https://www.catl.com/de/uploads/1/file/public/202412/20241224142354\\_twsce3raea.pdf](https://www.catl.com/de/uploads/1/file/public/202412/20241224142354_twsce3raea.pdf)]。我们希望我们的供应商能够认同这一承诺并履行本《行为准则》中规定的义务，以此作为我们业务关系的基础。

## 二、适用范围

本行为守则纳入所有直接或通过第三方（包括附属公司、分销伙伴、分包商和代理商，以下简称“**供应商**”）向 CATL 德国公司出售或提供产品或服务的自然人或法人实体之间当前和将来有关商品供应和服务提供的所有合同关系中。

就本行为准则而言，CATL 德国公司是指宁德时代新能源科技股份有限公司在德国设立的公司，包括但不限于：**德国时代新能源科技（图林根）股份有限公司，宁德时代运营服务（图林根）有限公司两合公司，宁德时代信托（图林根）有限公司**以及这些公司直接或间接持有至少 50% 股份的所有未来将要设立的公司（以下简称“**CATL 德国公司**”“**公司**”或“**我们**”）。

## 三、供应商承诺

### 1. 一般规定

供应商同意遵守本 CSCC 中概述的原则和准则，并以此作为业务关系的基础。在履行合同义务时，供应商承诺保护下文详述的人权和环境法律地位。供应商一旦发现任何违规行为必须进行纠正，并采取适当的措施来防止将来违反这些受保护的法律效力。

### 2. 保护人权和环境权利

#### 2.1. 人权保护

供应商应预防和解决与业务活动相关的人权不利影响以保护人权和工作条件，包括：

##### 2.1.1 禁止使用童工和保护年轻工人

供应商不得在其价值链和业务运营中以任何形式使用童工。供应商必须遵守最低就业年龄规定，即不得低于 15 岁或低于其经营所在国家或地区完成义务教育所需的年龄。供应商有义务为 18

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岁以下人员提供额外保护，防止他们遭受最恶劣形式的童工劳动。供应商还必须确保 18 岁以下的任何人不会从事可能因其工作性质或工作环境而危及其健康、安全或道德的工作。

### **2.1.2 禁止强迫劳动和现代奴役**

供应商不得容忍任何形式的剥削，包括强迫劳动、现代奴役、非自愿劳动、债务劳动、人口贩运或任何违背个人意愿、未经其自愿同意而强迫其工作的情况。

供应商必须禁止一切形式的奴役和其他形式的支配或压迫。

### **2.1.3 职业健康和安全**

供应商必须遵守工作场所职业安全和健康的法律要求，特别是与工作相关的工伤事故或健康危害风险。供应商必须确保：

- 根据相关国家法律，至少按照最低安全标准提供和维护设备和工作场所；
- 设置适当的保障措施以防止接触化学、物理或生物危害；
- 采取防止身心过度疲劳的措施，特别是在工作时间和休息时间方面进行适当的工作安排；
- 对员工提供适当的培训和指导。

### **2.1.4 结社自由和集体谈判权**

供应商必须尊重员工的结社自由，包括以下权利：

- 员工可以组建或加入工会；
- 工会的组建、加入和会员资格的授予不得成为供应商进行不合理歧视或报复的理由；
- 工会应被允许遵守各自工作场所的法律法规开展工作，包括罢工和参与集体谈判的权利。

### **2.1.5 就业平等待遇**

供应商应避免造成就业方面的不平等待遇的各种情形，例如基于国籍、民族、族裔、社会出身、健康状况、残疾、性取向、年龄、性别、政治见解、宗教或信仰的不平等待遇，除非就业情况证明此类待遇是合理的；此外，鼓励供应商提供平等的就业机会，并实行同工同酬原则。

### **2.1.6 生活工资**

供应商必须向员工支付生活工资，该工资至少达到或超过当地就业法规定的最低工资。

### **2.1.7 保护当地社区和土著居民**

供应商必须维护当地社区和土著居民享有体面生活条件、教育、就业和社会活动的权利。当商业活动影响这些社区或土地，特别是涉及弱势群体时，供应商必须尊重“自由、事先和知情同意”（FPIC）的权利。

### **2.1.8 保护土地权和禁止强迫驱逐**

供应商必须避免在获取、开发或以其他方式使用土地、森林和水资源时实施强制驱逐或侵犯合法土地使用权的行为。

### **2.1.9 负责任地雇佣私人或公共安全部队**

供应商应避免雇佣私人或公共安全部队，尤其是当这些部队的使用因缺乏指导或控制而导致以下情况时：

- 违反了禁止酷刑和残忍、不人道或有辱人格的待遇；
- 伤害生命或人身受到伤害；

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- 损害组织权和结社自由。

## 2.2 保护环境：

### 2.2.1 对土壤、水、空气和噪声进行负责任的管理

供应商必须避免造成有害土壤变化、水污染、空气污染、有害噪声排放或者过量用水等行为。特别是该类行为会造成以下影响：

- 严重损害食品保存和生产的自然基础；
- 无法获得清洁和安全的饮用水；
- 损毁卫生设施以致无法使用；
- 危害人体健康。

### 2.2.2 负责任的化学品管理和废物管理

根据《水俣公约》《斯德哥尔摩公约》和《巴塞尔公约》，供应商必须防止和减轻其商业活动对环境造成的负面影响，以保障人权和环境。供应商必须负责任地处理汞、持久性有机污染物和有害物质，其中包括以下内容：

- 禁止任何违反《水俣公约》的行为，违规生产含汞物品，违规在生产过程中使用汞和汞化合物，违规处理汞废物；
- 禁止任何违反《斯德哥尔摩公约》的行为，违规生产和使用被称为“持久性有机污染物”的化学品；
- 禁止任何违反《斯德哥尔摩公约》的行为，违规处理、收集和储存废物；
- 禁止任何违反《巴塞尔公约》的行为，违规进口或出口危险废物和其他废物。

## 四、供应商的风险管理与合作义务

### 1. 供应商风险管理

供应商应实施适当的风险管理措施，以识别、减轻和预防其影响范围内的业务活动相关的人权和环境风险，并建立适合其业务和价值链的适当尽职调查程序和合规管理体系。

此外，我们希望每个供应商都能采用基于风险的方法，在其整个供应链（包括其分包商和劳务服务商）中适当应用本 CSCC 中概述的标准和最低要求。

我们将进行风险评估，以评估供应商的风险状况。如果我们发现供应商的风险升高，除遵守 CSCC 外，我们可能会要求供应商采取进一步措施，以降低和预防人权和环境风险。我们特别要求供应商支持或允许采取相关行动，以确保履行与人权 and 环境保护相关的所有合同义务。

### 2. 合作义务

供应商承诺与我方合作，并允许采取必要措施，以识别、降低和预防人权和环境风险。

供应商同意尽其所能全面配合我方就本 CSCC 中所述的风险或违法案件所启动的任何调查，以及实施任何必要的预防和纠正措施。

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供应商将提供必要的支持，使我们能够根据 LkSG 履行自身的法律义务，尤其是在制定计划和时间表以采取适当有效的行动（“纠正行动计划”）来解决任何违规行为或减轻任何已发生的影响方面。

### 3. 承诺传达本 CSCC 的内容

供应商承诺确保其员工遵守本 CSCC 的内容和原则。此外，供应商应将尽最大努力向其供应商或提供与业务关系相关的货物或服务的第三方传达本 CSCC 的原则，以防止违反本 CSCC 中列出的承诺。

### 4. 信息和审计权

我方保留合理核查供应商是否遵守本 CSCC 中所述标准的权利。在我们要求提供有关本 CSCC 执行情况的信息时，供应商承诺尽其所知和所信提供必要的信息。我们明确保留要求提供其他信息的权利，例如通过自我评估问卷。

我们还保留在必要的范围内对供应商的场所进行审计的权利，以确定是否存在违反本 CSCC 中提及的人权和环境风险立场的风险和违规行为。供应商必须允许我们的员工或经授权的第三方对所有可能受影响的场所进行合理的检查，和/或审查供应商的风险相关文件，以澄清与本 CSCC 相关的任何风险或违规行为。

## 五、 申诉程序

如果有实际迹象表明存在违反本《服务合同》的风险或违规行为，供应商必须立即通过我们的申诉程序提交报告。报告应包括供应商自身运营或供应链中与本 CSCC 所规定义务相关的风险或违规行为的信息。

可通过我们的网站 [www.catl.com/de](http://www.catl.com/de) 访问我们的申诉机制。申诉机制的程序规则见 [[https://www.catl.com/de/uploads/1/file/public/202412/20241224163930\\_0hd8coco3n.pdf](https://www.catl.com/de/uploads/1/file/public/202412/20241224163930_0hd8coco3n.pdf)]。所有举报信息都将得到保密处理，并充分考虑到数据保护和商业秘密的保护。

供应商应充分告知其自身业务领域和直接供应商可以通过我们提供的申诉机制进行举报违规或者潜在违规行为。为此，供应商应以明确和适当的方式向其员工说明如何以匿名方式使用申诉程序。供应商明确承诺不会对使用该申诉机制的任何员工或第三方造成不利或进行惩罚。

## 六、 违规后果

如果供应商违反或即将违反本 CSCC 规定的义务，则必须立即采取合理的补救措施以确保合规并防止、终止或尽量减少违规行为。供应商应记录有关情况和内部采取的措施，并要求提供相关信息。如果违规行为无法迅速解决，供应商将与公司合作制定“补救行动计划”，概述采取适当有效行动解决问题的时间表。

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如果供应商故意或因重大过失违反本《行为准则》规定的任何义务，我们保留暂停业务关系的权利，直至供应商满足本《行为准则》的约束性要求。在不损害其他权利的前提下，如果(a)违规行为构成严重违反本《行为准则》规定的义务，且(b)违规行为未在合理期限内得到解决，且供应商未能采取有效措施防止今后发生类似违规行为，则我们可以基于正当理由终止与供应商的合同，并撤销未完全履行的合同。任何进一步的法律诉求，尤其是要求损害赔偿的权利，不受此明确规定的影晌。

## **七、供应商承诺**

供应商已知悉本 CSCC，同意并承诺遵守本准则的内容。