



PIEROŃCZYK

**SUBCONTRACTING
PRECISION PRODUCTS**

KOLEJNICTWO · PRZEMYSŁ · MOTORYZACJA

Ślusarstwo Produkcyjne

inż. Andrzej Pierończyk

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SUPPLIER CODE OF ETHICS

SUBCONTRACTING PRECISION PRODUCTS

Document	Supplier code of ethics
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This Code sets out the minimum ethical, social, environmental, quality and organisational requirements for suppliers, subcontractors and service providers cooperating with Ślusarstwo Produkcyjne inż. Andrzej Pierończyk. It supplements the commercial agreements, General Terms of Purchase, purchase orders, contracts, customer quality requirements and technical documentation provided in the course of cooperation.

CHAPTER I. GENERAL PROVISIONS

§ 1

The Supplier Code of Ethics, hereinafter the "Code", applies to suppliers of materials, products, standard parts, tools, subcontracting services, surface treatment services, transport, maintenance, technical, administrative and other services rendered to SPP.

The purpose of the Code is to ensure that supply chain cooperation is conducted lawfully, honestly, safely, responsibly and in a manner that supports the quality of products supplied to the railway, automotive, heavy industry and other industrial customers.

§ 2

The supplier is responsible for compliance with the Code by persons acting on its behalf, employees, associates, subcontractors and further suppliers involved in fulfilling orders for SPP. Code requirements shall be cascaded down the supply chain to the extent appropriate to the nature of the supplies, services or processes.

CHAPTER II. LEGAL COMPLIANCE, INTEGRITY AND ANTI-CORRUPTION

§ 3

The supplier undertakes to conduct its activities in accordance with applicable law, contractual requirements, fair competition principles and sound commercial practice. Cooperation with SPP must not be based on unlawful conduct, circumvention of requirements, concealment of information,

falsification of documents or misleading SPP or its customers.

- offering, giving, demanding or accepting bribes, commissions, financial or personal benefits in order to gain an undue advantage is prohibited;
- gifts, invitations and business hospitality may only be of a symbolic nature, lawful and not affecting purchasing, quality or technical decisions;
- the supplier shall disclose actual or potential conflicts of interest, in particular personal, family or financial relationships that may affect impartiality;
- the supplier complies with fair competition rules and does not participate in price-fixing, market allocation, unlawful exchange of information or other anti-competitive practices.

§ 4

The supplier undertakes to comply with applicable sanctions, export, customs and trade control regulations concerning goods, technologies or documentation. If the subject of the supply, material, technology, country of origin, sub-supplier or end customer may give rise to sanctions or export risks, the supplier must inform SPP immediately before accepting or executing the order.

CHAPTER III. LABOUR RIGHTS, SAFETY AND EMPLOYEE DIGNITY

§ 5

The supplier shall conduct its activities in compliance with applicable labour law, including provisions on working time, wages, social security contributions, occupational health and safety and employee rights. The supplier shall not use forced labour, bonded labour or child labour in any form, and shall not use practices that restrict the freedom to take up or leave employment.

- each worker shall receive remuneration no lower than the applicable statutory minimum and shall be entitled to rest periods required by law;
- the supplier shall take effective measures to prevent workplace accidents, occupational diseases and health risks;
- the supplier shall not permit any form of discrimination, harassment, bullying or psychological and physical violence towards employees or sub-suppliers.

CHAPTER IV. ENVIRONMENTAL RESPONSIBILITY

§ 6

The supplier shall conduct its operations with due care for the natural environment, in compliance with applicable environmental laws, waste management regulations and emissions standards. Hazardous substances, oils, cooling fluids, process chemicals and waste shall be handled, stored and disposed of in compliance with applicable regulations and without risk of contamination.

CHAPTER V. QUALITY AND TECHNICAL REQUIREMENTS

§ 7

The supplier is obliged to deliver products and services that meet the agreed specification, technical documentation, applicable standards and customer quality requirements. The supplier shall not introduce changes to materials, processes, technologies, dimensions, suppliers or parameters that could affect the quality, repeatability or safety of the supplied products without prior notification of and agreement with SPP.

- the supplier shall maintain documentation confirming the origin, properties and quality of materials and components, including material certificates, test reports and conformity declarations;
- the supplier shall allow SPP and its customers to carry out quality audits, inspections and verifications of the production process, materials and documentation within the scope of the order;
- any defects, deviations or non-conformities discovered before or after delivery shall be reported to SPP immediately with a description of the cause, scope and proposed corrective action.

CHAPTER VI. INFORMATION SECURITY AND CONFIDENTIALITY

§ 8

Technical drawings, specifications, models, process documentation, quality requirements, order details and all other information received from SPP constitute confidential information. The supplier shall not disclose, copy, share or use this information beyond the scope required for order execution without SPP's written consent.

The supplier shall ensure adequate technical and organisational measures to protect SPP's confidential information against unauthorised access, disclosure or loss.

CHAPTER VII. FINAL PROVISIONS

§ 9

SPP reserves the right to verify compliance with the Code through supplier questionnaires, audit visits, analysis of documents and other verification activities. Confirmed material violations of the Code may result in suspension of cooperation, order cancellation or termination of the business relationship.

This Code comes into force on 2026-06-24. Obligations arising from the Code do not limit the supplier's liability under contract, applicable law or other agreements with SPP.

Prepared by: SPP Supplier Quality Date: 2026-06-24
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Approved: Andrzej Pierończyk Date: 2026-06-24
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