EDR ANTWERP SHIPYARD

SUPPLIER CODE OF CONDUCT

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True and lasting value can only be created through long-term, responsible collaboration with all our stakeholders, including customers, contractors, and suppliers.

Stijn Van Doninck
Chief Executive Officer, EDR Antwerp Shipyard

MESSAGE FROM MANAGEMENT

As a responsible corporation, EDR Antwerp Shipyard (commercial name of Engine Deck Repair NV), places ethics and trust at the heart of everything we do. We aim to do more than simply comply with laws and regulations by respecting human rights across our supply chain, promoting transparent business practices, and considering the environmental and social impacts of our operations.

EDR recognizes that sustainability cannot be achieved through our efforts alone. True and lasting value can only be created through long-term, responsible collaboration with all our stakeholders, including customers, contractors, and suppliers. We therefore expect our partners to share and actively uphold our principles of ethical conduct, safety, environmental stewardship, and respect for human rights.

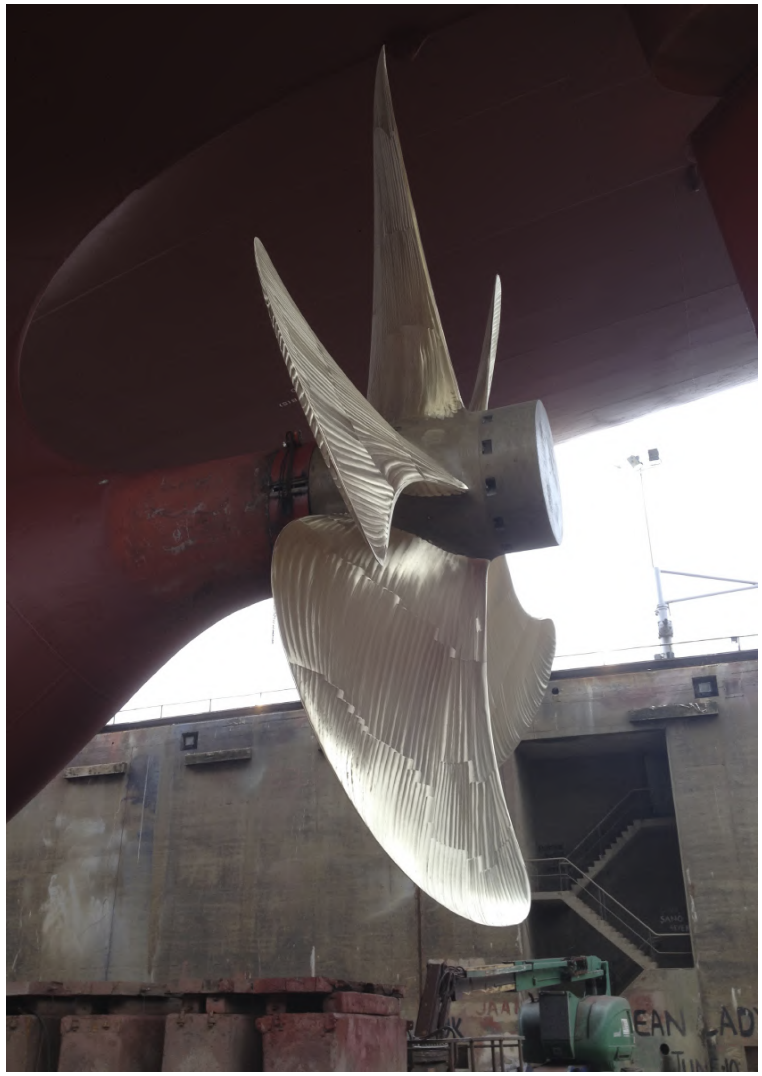
This Code of Conduct clearly outlines the core values and behavioral standards of EDR and serves as a framework for decision-making and daily business activities. By understanding and following this Code, all our business partners contribute to building a transparent and trusted supply chain.

We firmly believe that ethical responsibility and sustainable growth are not only compatible but essential for long-term success. We are committed to responsible management practices that create positive impacts on society and the environment, and to growing together as a trusted and reliable partner.

INTRODUCTION

As the largest ship repair company in Belgium, EDR is recognized for ship repair, maintenance and retrofitting services and have further expanded into technical supplies and marine spare part logistics. While adapting to a rapidly changing landscape, we remain committed to strengthening our reputation and trust we have built over the years and to advancing business growth.

To conclude, through this Supplier Code of Conduct, we re-affirm our founding principles and outline our expectations and responsibilities that apply to all external partners who contribute to our operations and supply chain.



THE CODE APPLIES TO

- Suppliers comply with the standards outlined in this Code when providing goods, materials, equipment, or services to EDR.
- Subcontractors ensure adherence to this Code when performing work on behalf of EDR, including onboard, onsite, or offsite repair-related activities.
- Other service providers follow the requirements of this Code when accessing EDR facilities or supporting EDR operations in any capacity.

MONITORING & REVISIONS

For the purpose of this Code, the applying groups are collectively referred to as “suppliers”, including suppliers, subcontractors and other service providers.

While additional obligations may be specified in individual contractual agreements, the Code defines the minimum standards to be followed when conducting any business activities related to EDR. By receiving this Code and signing the relevant contract, suppliers are deemed to have acknowledged and committed to complying with its provisions, as well as all applicable laws and regulations.

EDR reserves the right to monitor and audit suppliers’ compliance with this Code. This may include, where necessary, site visits, requests for documentation, and the requirement to implement corrective actions. In the violations of this Code, we reserve the right to take measures, including termination of the contract.

The Code is subject to revision when necessary, and the latest version is available on our official website: **https://edr-antwerp.eu/**

EDR VALUES

Our values provide clear direction for how we operate in a demanding and highly technical industry. They translate our responsibilities toward safety, quality, environment and information security into concrete expectations for daily work and collaboration. These values help us align our decisions, support one another, and consistently deliver reliable results. By applying them in practice, we reinforce our culture and earn trust from our customers, partners, and the communities we serve.

01

OWNERSHIP

We take responsibility for our work and perform our duties with a strong sense of ownership. We remain committed to our tasks until completion, proactively address challenges, and continuously improve our performance to achieve better results.

02

SAFETY FIRST

We do not compromise on safety under any circumstances. All activities are carried out in compliance with safety standards and procedures, and we proactively identify and mitigate risks to prevent incidents. Every EDR person looks out for one another to maintain a safe and incident-free working environment.

03

INTEGRITY AND ETHICS

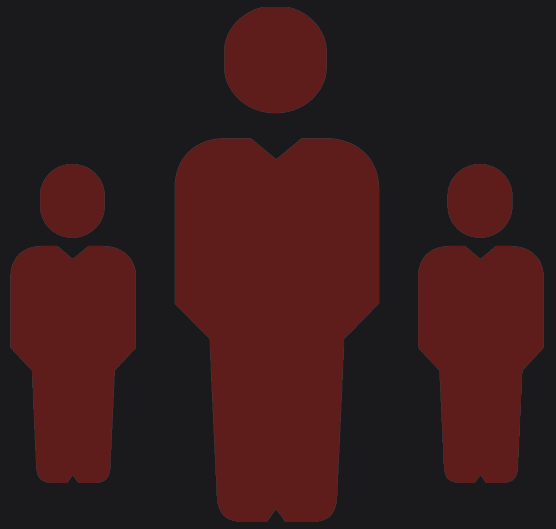
We act honestly, transparently, and ethically in our activities. We ensure that quality, processes, and reporting are based on factual and accurate information, while strictly adhering to ethical standards.

04

PARTNERSHIP AND COLLABORATION

We build trusted relationships with our stakeholders, including customers, suppliers, and the community. Through close collaboration and respect, we aim to grow together and contribute to shared, sustainable success.

04



CHAPTER 04

SUPPLIER CODE OF CONDUCT

HUMAN RIGHTS AND LABOUR STANDARDS

4.1.1 NON-DISCRIMINATION

Build a culture where all employees are treated with respect, fairness, and dignity. Ensure to have and maintain policies, procedures and/or processes that promote a working environment free from harassment, including sexual harassment and discrimination. Have processes and/or measures in place to ensure the identification, assessment and management of risks related to vulnerable categories of workers.

4.1.2 DIVERSITY AND INCLUSION

Commit to support diversity and promote equal employment opportunities by ensuring that all aspects of hiring and employment practices are based on merit and work-related abilities.

4.1.3 FREEDOM OF ASSOCIATION

Recognize the freedom of association of all employees and their rights to join or not to join and form trade unions, conduct trade unions' activities and bargain collectively, without fear of discrimination, intimidation, or reprisal, in compliance with applicable local laws and regulations.

In any event, employees shall be granted the ability to engage in dialogue with the management or those otherwise in charge, through established mechanisms, on issues of concern, including occupational health and safety matters, grievances and working conditions.

4.1.4 FORCED LABOUR

Prohibit forced and compulsory/involuntary labor, the use of prison labor, and any forms of slavery or servitude, including bonded labor and human trafficking.

Comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations in force.

4.1.5 WORKING CONDITIONS, REMUNERATION AND COMPENSATION

Ensure compliance with all applicable laws, including Belgian labor law where applicable, and at minimum, the Fundamental Conventions of the International Labor Organization (ILO) relating to minimum wages, legally mandated benefits, number of working hours, and adequate rest period, as established by ILO's mandatory standards.

4.1.6 CHILD LABOUR

Prohibit the use of child labor and, in the absence of applicable national law, adhere to relevant applicable international standards on the subject matter.

Child labor is intended as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. The minimum age for work shall not be under 15 years old or the national legal working age. Hazardous work is not permitted under the age of 18 years old.

4.2 HEALTH AND SAFETY

Follow all applicable laws and international standards to provide healthy and safe working conditions to their employees to prevent and avoid accidents, injuries, or dangerous expositions to hazardous materials.

Adopt appropriate health and safety procedures and controls to detect, manage and avoid health and safety risks in their workplace.

4.3 ENVIRONMENT

Respect the environment, uphold all applicable environmental laws and take appropriate mitigation commitments, such as emission reduction, waste reduction and management, and responsible water consumption.

Conduct operations in a manner that optimizes the use of natural resources and minimizes its impact on the environment, including on air quality, greenhouse gas emissions, or water resources. Continuously improve environmental performance consistently with international standards and good practices.

4.4 ANTI-CORRUPTION

Foster business in a fair, responsible, and honest manner and act in accordance with the highest international anti-corruption standards (including the fight against bribery). While doing business with EDR, the supplier shall uphold all applicable national and international anti-corruption and anti-bribery laws and regulations, and where applicable, the "*U.S. Foreign Corrupt Practices Act*" and the "*UK Bribery Act 2010*".

Refrain from soliciting, requesting, offering, promising, paying, authorizing or accepting any payment of money or anything of value, directly or indirectly, to any Government Official, EDR's Employee or any other individual in order to obtain an undue advantage or retain a business.

As exchange of gifts and corporate hospitality can also be considered as a form of bribery, it must be limited, transparent, proportionate, reasonable, bona fide and comply with applicable local laws and regulations.

EDR has a zero-tolerance policy regarding facilitation payments to Government Officials for the performance of routine governmental actions. The supplier must conduct its business under this same policy and promote effective practices aimed at the prevention of corruption and bribery.

4.5 CONFLICTS OF INTEREST

Have adequate processes to identify and prevent conflicts of interest. A conflict of interest constitutes any personal or financial interest, any business or personal relationship, prior or current employment, or any obligation that may interfere with the ability to objectively perform professional duties or affect objectivity.

This can include personal and direct interests as well as those of family members or other closely related persons, partnerships, participation or an investment in business partners or competitors.

Immediately disclose any actual or potential conflict of interest related to their activities with EDR.

4.6 SANCTIONS REGULATION

Adhere to economic sanctions regulations imposed by national or supranational bodies or governments which forbid or constrain the participation in trade and financial activities with regards to targeted subjects such as individuals, entities, territories, vessels or aircrafts.

The supplier shall ensure that itself, its employees, agents and any other subcontractors used are not listed or targeted by economic sanctions regulations and shall not cause EDR to violate such regulations.

4.7 ANTITRUST

EDR has a strict policy of competing fairly and complying with all applicable competition rules at any time, regardless of location. Conduct business in full compliance with antitrust and other competition laws.

4.8 ANTI-MONEY LAUNDERING AND TERRORIST FINANCING

Fully abide by applicable anti-money laundering and terrorist financing laws and regulations and refrain from participating in such transactions.

4.9 BUSINESS AND FINANCIAL RECORDS

Maintain accurate records of all transactions related to supplier's business with EDR for a minimum of 3 years, or such longer period as required by applicable Belgian or other local law (e.g. 7 years for Belgian suppliers).

4.10 CONFIDENTIAL INFORMATION & DATA PROTECTION

When doing business with EDR, always protect Confidential Information and Personal Data received from EDR, or its customers, by implementing adequate security measures in accordance with (1) industry recognized security practices, (2) contractual obligations and (3) applicable laws, including data protection laws and regulations and cybersecurity measures.

Suppliers shall notably ensure to keep such Personal Data and Confidential Information protected from any unauthorized access, destruction, use, modification and disclosure, through appropriate organizational and technical controls. Confidential Information and Personal Data shall not be used for any purpose other than the business purpose for which they were provided or made available to the supplier.

Inform EDR immediately whenever the supplier becomes aware of a current or potential breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Confidential Information and/or Personal Data. Notifications should be sent to: **BE901-risk.notifications@edr-antwerp.eu**

4.11 WHISTLEBLOWER / REPORTING NON-COMPLIANCE

4.11.1 REPORTING CHANNEL

EDR expects its suppliers to establish and maintain an internal reporting channel that allows their employees and other stakeholders to report, in writing or orally, any concern or suspicion of non-compliance with this Code, applicable law, or ethical standards. Suppliers with 50 or more employees are legally required to establish such a channel under applicable Belgian and EU law. The channel must guarantee confidentiality of the reporter's identity and of all information submitted.

EDR encourages its suppliers to address questions or report potential violations of the EDR Supplier Code through the Whistleblower channel on our website (**https://edr-antwerp.eu)**

4.11.2 PROHIBITION OF RETALIATION

Suppliers must ensure that no person who makes, assists with, or is otherwise connected to a report made in good faith suffers any form of retaliation as a direct or indirect result of that report.This prohibition is a legal obligation under the "*Belgian Act of 28 November 2022*" on the protection of persons who report breaches of national or Union law within legal entities in the private sector, and applies regardless of whether the reported concern ultimately proves to be well-founded, provided the reporter had reasonable grounds to believe the information was accurate at the time of reporting.

- Suspension, temporary lay-off, dismissal, or equivalent measures
- Demotion or refusal of promotion
- Transfer of duties, change of workplace location, reduction of salary, or change of working hours
- Withholding of training
- Negative performance appraisal or work reference
- Imposition or application of a disciplinary measure, reprimand, or other sanction, including financial sanctions
- Coercion, intimidation, harassment, or ostracism
- Discrimination, adverse or unequal treatment
- Failure to convert a fixed-term contract into a permanent one where legitimately expected
- Failure to renew or early termination of a fixed-term employment contract
- Damage to reputation, in particular on social media, or financial harm, including loss of income
- Blacklisting on the basis of a formal or informal sector-wide agreement
- Early termination or cancellation of a contract for the supply of goods or services
- Withdrawal of a license or permit, or psychiatric or medical referrals

4.11.3 EXTENDED SCOPE OF PROTECTION

The anti-retaliation protection extends not only to the reporter, but also to persons who assist the reporter (facilitators) where their assistance is confidential, third parties connected to the reporter who may be subjected to retaliation in a work-related context (such as colleagues or family members), and legal entities owned by, or connected to, the reporter in a work-related context.

4.11.5 CONFIDENTIALITY

The identity of any person making a report, and all information from which that identity can be derived, must be kept strictly confidential and may not be disclosed to unauthorized persons, unless the reporter expressly consents. Where the law obliges disclosure, the reporter must be informed in advance unless doing so jeopardizes an investigation.

4.11.7 LIABILITY EXEMPTION FOR GOOD-FAITH REPORTERS

Reporters who make a disclosure in good faith and in compliance with the conditions of the Act of 28 November 2022 shall not incur civil, criminal, or disciplinary liability in connection with the report, provided they had reasonable grounds to believe the reported information was true and necessary to reveal the relevant breach.

4.11.4 BURDEN OF PROOF

Where a reporter suffers a detrimental measure after making a report, and establishes a prima facie link between the report and the detrimental measure, the burden of proof shifts to the supplier to demonstrate that the measure was taken on grounds other than the report.

4.11.6 EXTERNAL REPORTING CHANNELS

Reporters may also choose to report directly to the relevant Belgian competent authority, including the Data Protection Authority, the FPS Economy, or the Federal Mediation Service. Suppliers may not prevent or discourage such external reporting. Reporters retain their protection under Belgian law whether they use internal or external channels.

4.12 BREACH OF THE SUPPLIER CODE OF CONDUCT

In case of non-compliance with this Supplier Code, without prejudice to any other contractual remedies that EDR may be entitled to, EDR reserves the right to take actions, including requesting immediate corrective actions and/or termination of any contractual or business relationship with the supplier.

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CODE OF CONDUCT

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