

赛轮集团供应商行为准则及合规承诺

Supplier Code of Conduct SAILUN Group

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本《赛轮集团供应商行为准则》及其附件（以下合称本《准则》）规定了赛轮对其供应商在工作环境与人权、健康与安全、商业道德、环境保护、贸易制裁与出口管制等方面的合规要求。本《准则》构成赛轮与其供应商所签订的合同的组成部分。在与赛轮保持业务关系期间，供应商应按照适用法律法规和本《准则》规定的原则开展业务；供应商在选择与赛轮相关的其自身供应商时，应开展适当的尽职调查，并要求其自身供应商遵守本《准则》规定的原则。本《准则》规定的要求可能不同于特定国家当地法律法规或商业惯例，如果当地法律法规或商业惯例规定的标准高于本《准则》规定的标准，则应适用当地法律法规或商业惯例；反之，则应以本《准则》为准。“赛轮”指赛轮集团股份有限公司及其全资或控股子公司。“供应商”指直接或间接向赛轮提供原料、产品或服务的任何个人或实体。

This Supplier Code of Conduct and its annexes (the “Code”) sets forth the compliance requirements that SAILUN expects all its suppliers to meet in working conditions and human rights, health and safety, business ethics, environmental protection, trade sanctions, and export controls etc. This Code shall be deemed an integral part of any agreement between the Supplier and SAILUN. During their business relationship with SAILUN, suppliers shall comply with applicable laws and regulations as well as the principles set out in the Code. When choosing their own suppliers, suppliers shall conduct appropriate due diligence and require such sub-suppliers to also comply with the principles set out in the Code. The requirements stipulated in this Code may be different from the local laws, regulations or business practices of a particular country. If the standards set by local laws, regulations or business practices are higher than those specified in this Code, the local laws, regulations or business practices shall apply; otherwise, this Code shall prevail. SAILUN reserves the right to make reasonable changes to this Code from time to time. SAILUN means SAILUN Group Co., Ltd and affiliates controlled by or under common control with it. Supplier means any individual or entity that directly or indirectly provides

raw materials, products or services to SAILUN.

供应商承诺在与赛轮相关的业务中，遵守以下原则：

The Supplier promises to abide by the following principles in the business related to SAILUN:

- 工作环境与人权
- **Working Conditions and Human Rights**

1. 反强迫劳动

Anti-Forced Labor

不得使用任何形式的强迫劳动。

Suppliers shall not use any form of force labor.

供应商应确保员工在自由意志下参与工作，不得通过任何手段（包括但不限于威胁、监禁、扣押身份证件等）限制员工人身自由或强迫其劳动。若发现强迫劳动迹象，应立即展开内部调查，并将调查结果及时告知赛轮。

Suppliers shall ensure that employees participate in work voluntarily and are not subjected to any form of restriction on their personal freedom or forced labor through any means, including but not limited to threats, imprisonment, or confiscation of identification documents. If any signs of forced labor are detected, an internal investigation must be initiated immediately, and the results of the investigation should be promptly communicated to SAILUN.

2. 反童工

Anti-Child Labor

供应商有义务核实员工年龄信息，建立年龄验证机制，如要求应聘方提供身份证明文件等。不得存在任何形式的雇佣童工行为。不得雇佣低于适用法律规定的劳动者最低年龄的未成年人。

Suppliers shall to verify the age information of employees and establish an age verification mechanism, such as requiring job applicants to provide identification documents, as needed. Suppliers shall not use child labor in any form. It is not allowed to hire minors below the minimum age of workers stipulated by applicable laws.

3. 雇佣协议

Employment Agreement

必须保证员工的工作条件符合所有适用法律法规的要求。此外，供应商应依据适用的法律法规与其员工签订书面雇佣协议，以易于理解的文字明确约定雇佣条件。确保员工知晓其在雇佣协议下的权利和义务。

Suppliers shall ensure the working conditions of employees to meet all applicable laws and regulations. In addition, suppliers shall execute a written employment agreement with employees as required by applicable laws and regulations, and such employment agreement shall clearly stipulate the employment conditions in explicit and easy-to-understand text, ensuring employees are aware of their rights and responsibilities.

4. 薪酬福利

Wages and Benefits

供应商向员工支付的薪酬福利应不低于当地法定最低标准。薪酬福利应依适用的法律法规及时全额支付。保留薪酬支付记录至少 5 年。

Suppliers shall pay employees wages and benefits that meet or exceed the local legal minimum standards. Wages and benefits shall be paid in full and in a timely manner in accordance with applicable laws and regulations. Payment records shall be kept for at least 5 years.

5. 工作时间

Working Hours

供应商必须遵守适用法律关于工作时间的规定，包括但不限于加班与加班补偿的规定。

Suppliers shall comply with applicable laws regarding working hours, including but not limited to overtime and overtime compensation.

6. 反歧视与平等机会

Non-Discrimination and Equal Opportunities

供应商不得基于性别、种族、宗教、年龄、婚姻状况、生育状况、残疾、性取向、国籍、政治见解、工会成员身份、社会背景或受适用法律保护的其他身份对员工持有任何形式的歧视。所有员工都应受到平等的尊重。

Suppliers shall not engage in any form of discrimination against any employee based on gender, race, religion, age, marital status, maternity status, disability, sexual orientation, nationality, political opinion, union affiliation, social background, and any other characteristics protected by applicable laws. All employees should be treated with equal respect.

- 健康与安全

- **Health and Safety**

7. 供应商必须遵守所有适用的健康和安全的法律法规。定期评估自身对健康和安全的法律法规的遵守情况。

Suppliers shall comply with all applicable health and safety laws and regulations, and regularly assess their compliance with these requirements.

8. 供应商应采取有效措施，做好事故预防及制定应急预案，并向员工提供指导，以最大限度降低健康和安全的风险和影响。

Suppliers shall take effective measures to prevent accidents and formulate emergency plans. Suppliers shall also provide guidance to employees to reduce health and safety risks and impacts.

- 反腐败、反贿赂

- **Anti-corruption and Anti-bribery**

9. 供应商的行为必须符合适用的关于反腐败、反贿赂法律法规。根据赛轮对腐败与贿赂行为零容忍政策，供应商不得从事或容忍任何可能理解为腐败或贿赂的行为。

Suppliers' behavior must comply with applicable anti-corruption and anti-bribery laws and regulations. According to SAILUN's zero tolerance policy on corruption and bribery, suppliers shall not engage in or tolerate any behavior that may be understood as corruption or bribery.

10. 供应商不得提供或接受任何形式的旨在对商务决策施加不当影响的不当利益。包括但不限于现金、贵重礼物、有价证券、支付凭证、回扣、介绍费等。

Suppliers shall not provide or accept any form of improper benefits intended to improperly influence business decisions, including but not limited to cash, valuable gifts, securities, payment vouchers, kickbacks, and referral fees.

11. 如果赛轮员工要求供应商提供违反本《准则》的任何不当利益，供应商应予以拒绝并根据本《准则》第 40 条的规定及时告知赛轮。

If any SAILUN employee asks any supplier to provide any improper benefits in violation of this Code, the supplier shall refuse and promptly notify SAILUN in accordance with Section 40 below.

12. 供应商需签署并严格遵守附件 1《供应商廉洁承诺书》中的廉洁诚信要求，包括遵守法律法规、禁止向赛轮员工提供不当利益、避免利益冲突、杜绝不正当竞争行为等内容。

Suppliers shall sign and strictly adhere to the integrity and ethics requirements outlined in Annex 1, the “Supplier Ethics Declaration,” including compliance with laws and regulations, prohibition of offering improper benefits to SAILUN employees, avoiding conflicts of interest, and preventing unfair competition.

- 利益冲突
- **Conflict of Interest**

13. 供应商应制定利益冲突识别和管理政策，定期对业务关系进行审查，避免与赛轮之间可能产生利益冲突的情形，防止赛轮或供应商员工的专业判断、履职或决策能力受到个人利益等其他因素的影响。

Suppliers shall establish a policy for identifying and managing conflicts of interest, regularly review business relationships, and avoid situations that may involve a conflict of interest or the appearance of a conflict of interest with SAILUN, and the business judgement, performance or decision-making of employees of SAILUN or any supplier shall not be influenced by other factors such as private interests.

14. 供应商应如实填写附件 2《关联方声明函》，申报与赛轮相关的近亲友及关联公司关系，确保信息真实、准确、完整。

The supplier shall truthfully complete Annex 2, the “Affiliated Party Declaration Letter,” disclosing any close relatives or affiliated companies related to SAILUN, ensuring that the information is truthful, accurate, and complete.

15. 在合作过程中，如果出现下列情形，供应商应根据本《准则》第 40 条的规定及时告知赛轮：

During the cooperation, suppliers shall promptly inform SAILUN in accordance with Section 40 below if:

（1）供应商的员工（或其家庭成员）与赛轮有决策权或对决策有影响力的员工之间存在个人关系（如亲友关系）从而使供应商从其中获益的；

(1) a supplier’s employee (or any of his or her family members) has a personal relationship (e.g., is a family member or a friend) with a SAILUN employee who is in a position to make or influence decisions which may benefit the supplier’s business;

（2）赛轮员工（或其家庭成员）与供应商有任何形式的利益关系或经济往来。

(2) a SAILUN employee (or any of his or her family members) has any kind of financial dealings with the supplier.

- 公平竞争与反垄断

- **Fair Competition and Anti-trust**

16. 供应商应公平竞争，遵守反垄断和反不正当竞争方面的法律法规。

Suppliers shall comply with the principle of fair competition and abide by anti-trust and anti-unfair competition laws and regulations.

17. 供应商必须避免与其竞争对手或商业伙伴达成任何可能妨碍竞争的谅解或协议。

Suppliers shall avoid entering into any understandings or agreements with competitors or business partners that may hinder competition.

18. 供应商应通过公平竞争获取商业机会。供应商必须确保其向赛轮提供的任何声明、陈述或其他信息真实准确。

Suppliers shall obtain business opportunities through fair competition. They must ensure that any representations, statements or other information they provide to SAILUN are true and accurate.

- **贸易制裁与出口管制**

- **Trade Sanctions and Export Control**

19. 在与赛轮开展业务中，供应商应遵守所有相关的出口管制法律法规和贸易制裁规定。

When conducting business with SAILUN, suppliers shall comply with all relevant laws and regulations concerning export control and trade sanctions.

20. 供应商有责任对其整个供应链进行审查，确保各级供应商也严格遵守贸易制裁与出口管制规定。建立供应链信息管理系统，记录从原材料采购到成品交付的每一个环节的供应商信息，包括但不限于名称、地址、联系方式、所提供产品或服务的详细描述等。对于新纳入供应链的合作伙伴，在合作前必须进行严格的合规审查，包括但不限于查询相关制裁名单、要求提供合规证明文件等，并在合作过程中定期进行复查。若发现供应链中存在违规行为，供应商应立即采取措施切断与违规方的业务联系，并及时向赛轮报告。

The supplier is responsible for reviewing its entire supply chain to ensure that all levels of suppliers strictly comply with trade sanctions and export control regulations. A supply chain information management system shall be established to record supplier information for each step from raw material procurement to finished product delivery, including but not limited to name, address, contact details, and a detailed description of the products or services provided. For new partners integrated into the supply chain, a rigorous compliance review must be conducted before collaboration, including but not limited to checking sanction lists and requesting compliance certification.

Regular reviews should be conducted during the partnership. If any violations are found in the supply chain, the supplier shall take immediate action to sever business ties with the violating party and promptly report to SAILUN.

21. 供应商在选择第三方合作伙伴（如物流供应商、代理商等）时，应进行贸易制裁与出口管制合规审查，确保第三方合作伙伴也遵守相关法律法规。与第三方签订合同时，应明确约定对方在贸易制裁与出口管制方面的责任和义务，并监督其履行情况。

When selecting third-party partners (such as logistics providers, agents, etc.), the supplier shall conduct a compliance review for trade sanctions and export controls to ensure that the third parties also comply with relevant laws and regulations. The contract with the third party shall clearly define their responsibilities and obligations regarding trade sanctions and export controls, and the supplier shall monitor their compliance.

22. 若供应商自身或其附属机构、分支机构、关联机构、股东、实际控制人、董事、高管、雇员、代理人、代表等被列入中国、美国或其他国家 / 地区出口管制类清单、经济制裁类清单，供应商应在知晓后的 7 个工作日内以书面形式告知赛轮。

If the supplier or its affiliates, branches, associated entities, shareholders, actual controllers, directors, executives, employees, agents, representatives, etc., are listed on any export control or economic sanctions lists of China, the United States, or any other country/region, the supplier shall notify SAILUN in writing within 7 working days of becoming aware of the listing.

23. 供应商应向赛轮提供所有必要的信息和文档，包括但不限于产品成分、原产地证明、最终用户信息等，以便赛轮在出口或再出口这些产品、软件或技术时符合相关出口管制要求。供应商应确保提供信息的真实性、准确性和完整性，如有变更应及时通知赛轮。

Suppliers shall provide SAILUN with all information and documentation, including but not limited to product composition, certificate of origin, end-user information, etc., to support SAILUN's compliance with relevant export control requirements when SAILUN is exporting or re-exporting the supplier's goods, software or technology. The supplier shall ensure the truthfulness, accuracy, and completeness of the information provided, and promptly notify SAILUN of any changes.

- 隐私保护

- **Privacy Protection**

24. 在与赛轮开展业务时，供应商必须遵守适用的隐私保护法律法规。

Suppliers shall comply with applicable data protection laws and regulations when conducting business with SAILUN.

25. 供应商必须按照适用法律法规的要求，保护赛轮相关的个人数据，如果出现被不当披露、窃取或滥用等情形，应根据本《准则》第 40 条的规定及时告知赛轮。

Suppliers shall protect SAILUN's personal data in accordance with the requirements of applicable laws and regulations. In the event of any improper disclosure, theft or misuse of personal data, Suppliers shall promptly report to SAILUN in accordance with Section 40 below.

- **环境保护**

- **Environmental Protection**

26. 供应商必须确保遵从所有适用的环境相关法律法规并签署附件 3 供应商环保协议书。

Suppliers shall comply with all applicable environmental laws and regulations, and sign Annex 3, the Supplier Environmental Agreement.

27. 供应商应取得并及时更新所有必备的环境许可证及相关资质认证，并遵守这些文件所规定的要求。

Suppliers shall obtain all necessary environmental permits and related certifications and update them in a timely manner, and comply with all the requirements specified in these documents.

28. 供应商应积极主动采取减少排放、保护资源、避免破坏生态等策略，减少业务活动、产品和服务给环境造成的影响。

Suppliers shall adopt strategies to reduce emissions, save natural resources, and reduce the impact of business activities on the environment.

29. 供应商应公开透明，应根据赛轮的要求向其提供必要的环境数据。

Suppliers shall be open and transparent and shall provide SAILUN with necessary environmental data in accordance with its requirements.

30. 对于特定原辅材料供应商，根据赛轮要求，应严格遵守并签署附件 4 《供应商 REACH 合规承诺书》，确保所提供产品符合 REACH 相关法规要求，产品中各类有害物质含量应符合规定标准，对产品检测报告的真实性和一致性负责，并在相关情况发生变化时及时提供新的检测报告和保证书。

For specific raw material suppliers, as required by SAILUN, they must strictly comply with and sign Annex 4, the "Supplier REACH Compliance Commitment"

ensuring that the products supplied meet the requirements of REACH regulations. The content of harmful substances in the products must comply with the specified standards. Suppliers are responsible for the authenticity and consistency of product testing reports and shall provide updated test reports and guarantees promptly if there are any changes in relevant circumstances.

- 冲突矿物

- **Conflict Minerals**

31. 对于特定钢铁品类供应商，根据赛轮要求，应签署附件 5《不使用冲突矿物承诺书》，并严格按照承诺书的要求，对其供应链中的相关矿物和金属开展尽职调查，确保供给赛轮的产品所含有的矿物或金属在开采或交易中不存在侵犯人权、违反商业道德、危害环境的情形，且其销售所得不得用以资助武装冲突。记录尽职调查过程和结果，保存至少 5 年。

For specific steel suppliers, as required by SAILUN, they must sign Annex 5, the "Conflict-Free Minerals Commitment," and strictly conduct due diligence on the relevant minerals and metals in their supply chain as per the commitment. Suppliers must ensure that the minerals or metals contained in the products supplied to SAILUN are not associated with human rights violations, unethical business practices, or environmental harm during extraction or trade, and that the proceeds from their sale are not used to fund armed conflicts. The due diligence process and results must be documented and retained for at least five years.

32. 赛轮努力确保冲突矿物供应链透明和可追踪，供应商应给予支持和配合。

Suppliers shall support and cooperate with SAILUN's efforts to secure full transparency and traceability of its conflict mineral supply chain.

- 商业秘密与知识产权保护

- **Confidential Information and Intellectual Rights Protection**

33. 赛轮在业务活动中可能会向供应商分享秘密信息和知识产权相关信息。供应商在处理赛轮的秘密信息时应遵守双方签订的保密条款，采取恰当措施保护赛轮的秘密信息免受不当披露、窃取或滥用。

SAILUN may share confidential information or intellectual property with suppliers. When dealing with SAILUN's confidential information, suppliers shall comply with the confidentiality agreement signed by both parties and take appropriate measures to protect SAILUN's confidential information from improper disclosure, theft or misuse.

34. 供应商应确保日常经营中不侵犯他人的商业秘密和知识产权，并采取恰当措施保证与赛轮相关的业务不会侵犯任何人的知识产权或秘密信息。

Suppliers shall not infringe the trade secrets or intellectual property rights of any third party in their daily operations, and shall take appropriate measures to ensure that SAILUN-related businesses do not infringe any intellectual property rights or inappropriately use any confidential information.

35. 供应商必须以相同的方式处理赛轮知识产权，尤其是要做到保护其免受不当披露、窃取或滥用等侵权。

Suppliers shall treat SAILUN's intellectual property in the same way and in particular shall protect it from improper disclosure, theft or misuse at all times.

- **检查与评估**

- **Inspection and Evaluation**

36. 供应商应建立恰当的机制，如通过制定并发布自己的行为准则和相关政策、流程，确保其员工和相关人员充分了解并执行本《准则》的规定。

Suppliers shall establish appropriate mechanisms, such as publishing their own codes of conduct and related policies and procedures to ensure that their employees and other related personnel fully understand and comply with the provisions of this Code.

37. 赛轮可以在事先通知的情况下，检查和评估供应商对本准则的遵守情况。供应商应积极配合，并提供与检查和评估相关的材料。

SAILUN may inspect and evaluate the supplier's compliance with this Code with prior notice. Suppliers shall actively cooperate and provide materials necessary for such inspection and evaluation.

- **违反《准则》的后果**

- **Consequences of Violations**

38. 供应商同意违反本《准则》项下的义务或承诺属于严重违约，赛轮可以视情要求赔偿损失、限期改正等；情形严重的可以终止合作，包括终止合同、取消订单等。

Suppliers agree that a violation of any of their obligations or undertakings under this Code is a material breach of contract, wherein SAILUN may claim appropriate remedies, including requiring the Supplier to pay damages and implement appropriate corrective actions within a reasonable time, etc. If the violation is grave, SAILUN may terminate its cooperation with the Supplier, including termination of the contract, cancellation of orders, etc.

- **修改和变更**

- **Modifications and Changes**

39. 赛轮保留根据法律法规及监管要求等变化而对本《准则》进行合理修改的权利，《准则》更新后会及时发布于赛轮官方网站（<https://sailungroup.com>），赛轮不需另行通知。在此情形下，供应商应接受这些变更。

SAILUN reserves the right to make reasonable modifications to this Code in accordance with changes of applicable laws and regulations, etc.. The updated Code will be posted on the official website of SAILUN (<https://sailungroup.com>) and SAILUN need not give any further notice. In such cases, the updated Code is effective without Suppliers' prior consent.

- **沟通渠道**

- **Communication Channel**

40. 如果对本《准则》相关事项存在疑惑或发现任何与本《准则》规定相违背的情形，可通过联系赛轮。赛轮会对申诉、举报人的身份严格保密。

To raise any question about the Code or report any possible violation, please contact sljubao@sailuntire.com. SAILUN will keep the identity of the whistleblowers confidential.

41. 供应商不得对举报人打击报复。

Suppliers shall not retaliate against the whistleblowers.