



# Constellium Supplier Code of Conduct

## ▲ Opening Statement

Constellium is a world leader in the manufacturing of high-quality aluminum products for a broad scope of markets and applications. At Constellium, sustainability not only entails ensuring that our own social, environmental and ethical standards are high but also to ensure that our values are reflected across our supply chain.

The Constellium Supplier Code of Conduct (hereafter the “Code”) embodies a framework outlining the standards of integrity for which we strive throughout our business and supply chain. Suppliers are expected to agree to the terms of this Code and uphold this Code in all of their business operations. The Supplier Code of Conduct applies to all suppliers, consultants, contractors, business partners, agents and more generally any third party with whom we do business (collectively “Suppliers”).

## ▲ Labor and Human Rights

**As a signatory of the United Nations Global Compact (UNGC), we at Constellium have the upmost respect for human and labor rights. We require our Suppliers to also commit to these values.**

1. Anti-discrimination
  - Suppliers shall not discriminate against any worker in hiring, salary, promotion or termination on the basis of age, disability, race, ethnic origin, gender, marital status, national or social origin, political affiliation, skin color, religion, sexual orientation, or on the basis of any personal characteristic protected by law.
2. Anti-Harassment and Abuse
  - Suppliers shall ensure a workplace free of harassment and abuse, including but not limited to verbal abuse, psychological harassment, mental and physical coercion, and sexual harassment.
3. Forced Labor
  - Suppliers shall no use forced or compulsory labor;
  - Suppliers shall not be complicit with any form of slavery or human trafficking.
4. Prevention of Child Labor
  - Suppliers shall not engage in child labor in accordance with the Convention of the International Labor Organization.

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5. Working, Hours Wages and Benefits
  - Suppliers shall follow all applicable laws with respect to working hours, wages and benefits.
6. Freedom of Association and Collective Bargaining
  - As legally permitted, Suppliers shall freely allow workers to associate with others, form and join (or refrain from joining) organizations of their choice, and bargain collectively.

## ▲ Environment, Health, Safety and Energy

**Suppliers shall ensure a safe and healthy work environment. Suppliers have an obligation to help protect the environment for the society at large.**

1. Occupational Health, Safety and Hazard Protection
  - Suppliers shall identify, evaluate, and manage occupational health and safety hazards. Suppliers shall provide workers with appropriate personal protective equipment and instruction on its proper use.
  - Suppliers shall develop and implement emergency plans, response procedures and a system for corrective action.
  - Suppliers shall comply with the European REACH regulation, where applicable.
2. Environment and Energy
  - Suppliers shall have systems in place to ensure safe management of waste, air emissions and wastewater discharges.
  - Suppliers shall obtain, keep current, and comply with all required environmental permits.
  - Suppliers shall seek to reduce the use of energy, water, natural resources and hazardous substances by implementing conservation and substitution measures.
  - Suppliers shall be pro-active in informing about their product obsolescence and seek alternative sustainable solutions.

## ▲ Business Ethics

**Ethics and integrity are at the foundation of doing business at Constellium. We are committed to “do the right thing.” and want to do business with organizations that we know we can trust and which conduct their business with ethics and integrity.**

1. Business Integrity
  - Suppliers shall not be involved in corruption, influence peddling, extortion, embezzlement, or bribery in any form including facilitation payments.
  - Suppliers shall abide by all applicable anti-corruption laws and regulations whether local or foreign, that apply to foreign operations, including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act and the French Law Sapin 2.

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- Suppliers shall maintain policies and practices to allow violations, misconduct or grievances to be reported by workers and addresses without fear or retaliation.
  - Suppliers shall provide evidence of compliance with this section upon request of Constellium.
2. Business Courtesies
    - Any business courtesies (meals, gifts and entertainment) must be for legitimate business purpose and shall comply with locally accepted good business practice. Gifts or other favors must be modest both with respect to value and frequency.
  3. Disclosure of Information
    - Suppliers shall accurately record and disclose information regarding its business activities, labor, health and safety, and environmental practices to all appropriate parties.
  4. Protection of Intellectual Property and Confidential Information
    - Suppliers shall respect intellectual property rights and safeguard customer's confidential information.
  5. Data Protection
    - Suppliers shall ensure it complies with the data protection laws and particularly the General Data Protection Regulation (**GDPR**) (Regulation (EU) 2016/679), where applicable.
  6. Conflicts of Interest
    - A conflict of interest is any situation where a Supplier 's employee has a close relationship with a Constellium employee who can make decisions that will affect the Supplier's business.
    - Suppliers shall avoid conflicts of interest and the appearance of conflicts of interest.
    - Any conflict of interest or any potential conflict must be declared to Constellium.
  7. Export / Import restrictions and regulations
    - Suppliers shall act in compliance with:
      - (i) the laws and regulations that govern the importing and exporting of goods, services, technologies and information, including re-exports and parallel trade.
      - (ii) any economic or trade sanctions ("Sanctions") issued by the United States, the United Kingdom, the European Union, France, the Netherlands, Switzerland and/or the United Nations and /or any countries where Constellium or the supplier operates ("**an Issuer of Sanctions**") in relation to:
        - (1) Cuba, Iran, North Korea, Russian Federation, Sudan, South Sudan, Syria, Territory of Crimea and/or Ukraine \*and/or
        - (2) any Sanctions issued by an Issuer of Sanctions in relation to a company/individual, to the extent that such Sanctions apply to the relevant Party.
- \* the above list may be subject to variation following the issuance of new Sanctions*
8. Conflict Minerals (Dodd Franck Act)
    - Suppliers shall comply with Dodd- Franck Act and not purchase, trade, possess or use conflict minerals which are minerals where human rights violations and violent conflicts are occurring. Currently, these conflict minerals are tin, tungsten, tantalite and gold from the Democratic Republic of the Congo and surrounding areas.

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## 9. Compliance with competition laws

- Supplier shall not be engaged in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of fair competition.

## 10 Financial Integrity

- Supplier shall prepare financial statements in accordance with generally accepted accounting principles and keep proper and accurate records of all business operations and transactions.

## 11 Detecting and preventing issues

- Suppliers shall implement an effective compliance program to deter and prevent breaches and violation of laws and policies. If any breaches or violations happen Suppliers shall implement adequate measures to prevent reoccurrence.

## 12 Sub-Contracting

- Suppliers do not use subcontractors or assign to any other party its contractual obligations to Constellium, without prior written approval by Constellium or its subsidiaries. Prior written acceptance of this Code by the approved subcontractor or assignee is required before production begins.

## ▲ Sustainable Procurement

Suppliers represent and warrant they will cascade the principles contained in this Supplier Code of Conduct to their own suppliers and to implement a continuous improvement and compliance regime.

## ▲ Application and acceptance

Suppliers will be selected during the Request for Quote/Request for Proposal phase based on several criteria including sustainability. Suppliers must diligently provide official answers, documents, certificates related to sustainability as soon as it is requested by Constellium.

This Constellium Supplier Code of Conduct applies to all Suppliers, of Constellium. It is a requisite part of all contractual agreements between Constellium and its Suppliers from the indicated date of entry into force of this Code.

All Suppliers (including their affiliates) entering into a commercial relationship with any Constellium entity from the day of entering into such relationship will also be deemed as adhering to the Constellium Supplier Code of Conduct, and the written entitlement document (i.e. purchase order, contract, master service agreement, etc.) will be considered as acceptance.

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## ▲ Evaluation

By adhering to this Supplier Code of Conduct, each Supplier of Constellium accepts to be assessed or audited by Constellium or by a third party mandated by Constellium on the above-mentioned principles. In case any violation of this Code is identified, the applicable Supplier might, at Constellium's discretion, be given time to remediate the problem, with Constellium assistance where possible. If the problem is not addressed in an effective way and within a clear timeframe that is acceptable to Constellium, we reserve the right to terminate our business relationship with the violating Supplier.

## ▲ Questions:

**Suppliers may raise any concern or questions by sending an email at the following email address:**  
[Sustainability@constellium.com](mailto:Sustainability@constellium.com)

I HEREBY ACKNOWLEDGE that I am an authorized representative of the company referenced below, have carefully reviewed and understood the substance of the above document, and confirm that the company referenced below is in full compliance with Constellium' Supplier Code of Conduct.

Supplier Company Name: \_\_\_\_\_

Supplier representative name (Print): \_\_\_\_\_

\_\_\_\_\_

Title of supplier representative (Print): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature and Company Stamp