

BUCHERER GROUP

Supplier Code of Conduct

Bucherer sets high standards for quality and precision, and we apply these standards when selecting suppliers with whom to build partnerships. We honor our agreements, respect our business partners, are loyal to our commitments and are accountable for our actions. At Bucherer, we redefine the luxury experience while taking responsibility for our people, our planet and the communities in which we operate.'

The BUCHERER GROUP Supplier Code of Conduct, is a set of rules and principles with respect to ethics, social and environmental responsibility. Upholding our reputation requires accountability as well as high standards of integrity to mitigate the risk of misconduct. We respect the law and collaborate with authorities.

We promote accountability throughout our own operations as well as those in our supply chain. It is through close collaboration, respect and transparency with our business partners and our communities, that Bucherer can maintain its commitments.

We expect Bucherer suppliers to share our commitment to responsible and ethical business practices as set out in this Supplier Code of Conduct and our Responsible Sourcing Policy. We value our relationships with our suppliers. This means that:

1. We only work with suppliers that share our commitment to ethical business practices and conduct.
2. We treat our suppliers with respect, and we work with our suppliers to help them understand our expectations.
3. We are fair, open and transparent (while still protecting the nature of commercially sensitive information) in our dealings with them.
4. We don't ask our suppliers to operate in a manner that puts them, or their workforce, at risk.
5. We never ask our suppliers to act in a way that breaches the law.
6. We take action if our suppliers break the law or violate this code and/or our Responsible Sourcing Policy.

This Supplier Code of Conduct is applicable to potential and existing business relationships. Agreeing to uphold the letter and the spirit of this Supplier Code of Conduct is a prerequisite for any potential business relationship. Bucherer will not enter or continue a business relationship with suppliers who demonstrate a failure to comply with the Supplier Code of Conduct as evidenced by a significant breach, or an unwillingness to engage with any remediation measures. We investigate instances of non-compliance and take appropriate action where necessary.

If a supplier identifies a breach of this Supplier Code of Conduct, or facts or circumstances that indicate or could lead to a breach, they must report it to Bucherer within a reasonable timeframe and they must cooperate with any subsequent investigation.

The Supplier Code of Conduct replaces and supercedes any prior responsible sourcing terms whether incorporated into contractual agreements, quality standard manuals or any other Bucherer documentation.

For the purposes of this Supplier Code of Conduct a supplier is any individual or organisation that provides, sells or leases materials, products or services for every product that we design and/or manufacture under the Bucherer name.

Where we use the term or reference the 'Supplier Code of Conduct' or 'Code of Conduct', or 'Code' this always refers to The BUCHERER GROUP Supplier Code of Conduct.

We use the terms 'shall', 'must', 'require', 'expect' and 'encourage' in our Supplier Code of Conduct. Where we use the term 'shall', 'must' or 'require', this means that this is a requirement for Bucherer suppliers and a failure to meet that requirement will constitute a breach of contract. Where we use the term 'expect' or 'encourage', this means that this constitutes a responsible business practice, and we would like suppliers to adopt this practice. We expect suppliers to make reasonable efforts to meet these expectations or provide us with a reasonable explanation as to why they are unable to do so. If a supplier fails to make reasonable efforts to meet these expectations and is unable to provide a reasonable explanation, this may affect our willingness to continue doing business with that supplier.

In the event this Supplier Code of Conduct differs from or conflicts with local law, the higher standard shall prevail.

PRINCIPLES AND REQUIREMENTS

Our determination to improve how we conduct business is based on three key principles:

1. Treating people with fairness and respect
2. Protecting the health and well-being of our workplace and environment; and
3. Acting with integrity

We need the partnership of our suppliers to achieve our goals and therefore require that our suppliers adhere to this Supplier Code of Conduct, and ensure their operations comply with the relevant principles. We also expect that our suppliers communicate and require their own suppliers, contractors and vendors to incorporate these principles into their business policies and practices.



Treating People with Fairness and Respect

Suppliers shall not use forced labour or engage in any form of slavery or human trafficking. All workers shall be treated equally with dignity and respect. Suppliers shall ensure employees a work environment free from harassment.

We expect our suppliers to respect their workforce's internationally recognised human rights as set out in the United Nations (UN) Universal Declaration of Human Rights¹ and in a manner consistent with the UN Guiding Principles on Business and Human Rights² and the OECD Guidelines for Multi National Enterprises, the OECD Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High Risk Areas, 3rd Edition (including the supplements on Gold, Tin, Tantalum, Tungsten)³, the United Nations (UN) Conventions on the Rights of a

¹ The Universal Declaration of Human Rights (UDHR) is a milestone document in the history of human rights. Drafted by representative with different legal and cultural backgrounds from all regions of the world, the Declaration was proclaimed by the United Nations General Assembly in Paris in 1948 as a common standard of achievements for all peoples and all nations. The UDHR is widely recognised as having inspired, and paved the way for, the adoption of more than seventy human rights treaties, applied today on a permanent basis global and regional.

² The United Nations Guiding Principles on Business and Human Rights (UNGPs) is an instrument consisting of 31 principles implementing the United Nations' (UN) "Protect, Respect and Remedy" framework on the issue of human rights and transnational corporations and other business enterprises

³ The United Nations (UN) Children's Rights and Business Principals identify a range of actions that all business should take to respect children's rights – to prevent and address any adverse impact on children's human rights, as well as measures all business is encouraged to take to help support and advance children's rights

Child, (ILO) International Labor Organisation Conventions⁴, and the Voluntary Principles on Security and Human Rights⁵.

Forced or Compulsory Labour

Our suppliers must have zero tolerance for any form of modern slavery⁶ or forced labour⁷ (as defined by the International Labor Organization, or ILO) in their operations and supply chains. Suppliers shall not use work that is performed involuntarily under threat of penalty, including forced overtime, human trafficking, debt bondage, forced prison labour, slavery or servitude.

Suppliers shall only use legally approved/registered labor agencies in accordance with national law and monitor relationships with recruitment agencies or contracted labor for risk of human trafficking and compliance with applicable anti-slavery laws. Suppliers must immediately suspend or discontinue engagement with their suppliers where our suppliers identify a reasonable risk that they are in breach of this Supplier Code of Conduct.

Our suppliers must not tolerate nor profit from, contribute to, assist with or facilitate the commission of:

- any forms of torture, cruel, inhuman, and degrading treatment
- corporal punishment, threats of violence or other forms of mental or physical coercion
- convict labor
- any forced or compulsory labor, any form of modern slavery, human trafficking which means work or service which is extracted from any person under the menace of penalty, and for which said person has not offered themselves voluntarily
- gender based violence

⁴ The International Labor Organization (ILO) was founded in 1919 under the League of Nations and incorporated into the U.N. as a specialized agency in 1946. The ILO is the first and oldest specialized agency of the U.N. The organisation's goal is to serve as a uniting force among governments, businesses, and workers. It emphasizes the need for workers to enjoy conditions of freedom, equity, security, and human dignity through their employment

⁵ The Voluntary Principles on Security and Human Rights is a collaborative effort by governments, major multinational extractive companies, and NGOs to provide guidance to companies on tangible steps that they can take to minimize the risk of human rights abuses in communities located near extraction sites. The principles documents provide guidance to companies in developing practices that maintain the safety and security of their operations while respecting the human rights of those who come into contact with security forces related to those operations. The Principles give guidance on risk assessment, public safety and security, human rights abuses, and the interaction between companies and private and public security.

⁶ The forced labour definition encompasses: traditional practices of forced labour, such as vestiges of slavery or slave-like practices, and various forms of debt bondage, as well as new forms of forced labour that have emerged in recent decades, such as human trafficking." also called "modern-slavery" to shed light on working and living conditions contrary to human dignity source: <https://www.ilo.org/global/topics/forced-labour/definition/lang-en/index.htm>

⁷ According to the ILO Forced Labour Convention, 1930 (No. 29), **forced or compulsory labour is:** "all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily." The Forced Labour Protocol (Article 1(3)) explicitly reaffirms this definition. This definition consists of three elements: 1) **Work or service** refers to all types of work occurring in any activity, industry or sector including in the informal economy. 2) **Menace of any penalty** refers to a wide range of penalties used to compel someone to work. 3) **Involuntariness:** The terms "offered voluntarily" refer to the free and informed consent of a worker to take a job and his or her freedom to leave at any time. This is not the case for example when an employer or recruiter makes false promises so that a worker take a job he or she would not otherwise have accepted.

- other gross human rights violations and abuses such as widespread sexual violence; and
- war crimes or other violations of international humanitarian law, crimes against humanity or genocide.

All workers shall be free to leave their employment without threat or coercion. Suppliers shall not use any practice to coerce the continued employment of any person, such as requiring employees to pay recruitment commissions, for tools to perform their job functions or withholding any personal or travel documents.

Employees shall not be required to turn over their original identity papers (such as passports, travel or residency permits, national IDs or school certificates) or personal items to their employer, labor agent or another party as a condition of employment.

Child Labour

Our suppliers must not tolerate nor profit from, contribute to, assist with or facilitate the commission of:

- Employment to anyone under the national minimum legal age, as defined by the ILO
- Worst forms of child labor or hazardous work for children under 18 (Examples include working with or near hazardous chemicals, working with dangerous machinery and tools, work underground or underwater carrying heavy loads, night work or as otherwise identified by country law)
- Suppliers shall not employ any persons under the age of 15, the age for completing compulsory education, the legal minimum age for employment in the country, or the minimum age permitted under ILO conventions, whichever standard is greatest.
- Any work which is likely to jeopardise children's development or integrity⁸ must be prohibited under the age of 18. Young persons (15 to 18 years) may only be employed in well-defined circumstances (such as for the purpose of vocational training, or as extras for seasonal or holiday work) and in accordance with applicable law.
- Children must be protected from economic exploitation and from performing any work that is likely to be hazardous, to interfere with their education or to be harmful to their health, or their physical, mental, spiritual, moral or social development.

⁸ According to the International Labour Organisation (ILO) Convention 182:
<https://www.ilo.org/public/english/standards/reim/ilc/ilc87/com-chic.htm>

Working Hours and Wages

We expect our suppliers to offer fair and transparent terms and conditions of employment including fair working hours and fair remuneration:

- Suppliers shall comply with local laws and align with ILO conventions intended to ensure employees do not work excessive hours per week.
- Suppliers shall ensure normal working hours in compliance with national legislation and shall not on a regular basis exceed a maximum of 48 hours⁹ per working week.
- Weekly rest and paid annual leave shall at a minimum comply with national legislation and applicable sector regulations.
- Workers shall be paid at least the local industry rate or minimum wage stipulated by national law, whichever is higher, and benefit from social security schemes according to national legal standards.
- Should there be no legal minimum wage in the country of operation, suppliers shall pay their workers considering the general level of wages in the country, the cost of living, social security benefits and the relative living standards.
- Suppliers shall comply with the requirements of country law regarding the use of contracts of employment.

Public Or Private Security Forces

Suppliers shall ensure the safety and security of all workers and visitors. They shall ensure that human rights are protected in all aspects of its security operations, including in interactions among security personnel, workers and visitors.

Suppliers are encouraged to align with the Voluntary Principles on Security and Human Rights where applicable.

⁹ According to the International Labour Organization (ILO) Hours of Work (Industry) Convention, 1999 (No. 1): https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C001

Equal Treatment

Employment related decisions shall be based on relevant and objective criteria. Workers shall not face harassment or discrimination of any kind at any time (from recruitment to leaving employment) for any reason such as race, colour, age, gender, sexual orientation, ethnicity, social group or ethnic origin, disability, religion, political opinion or affiliation, membership in worker or union organisations, pregnancy, parental or marital status.

Suppliers shall ensure equal opportunities for employees of all genders across all aspects of training, personal and professional development, and career advancement.

Freedom of Association, Opinion and Speech

Every worker is entitled to freedom of opinion, expression and speech, provided these do not interfere with the worker's ability to fulfil their job responsibility. Workers shall be able to speak openly with management regarding working conditions without threat of reprisal, intimidation or harassment.

Suppliers shall recognise and respect the right of employees to freedom of association and collective bargaining.



Protecting The Health and Well-Being Of The Workplace and the Environment

Suppliers shall ensure the health, safety and security of their employees and respect the environment as well as the communities they operate in.

Health, Safety & Security

Suppliers shall provide a safe and healthy workplace for their workers including when housing is provided for their employees and employees' families. They must be compliant with applicable laws and regulations on occupational health and safety and have the required permits, licences and permissions granted by local and national authorities. They must have documented health and safety policies and/or procedures in place together with appropriate safety infrastructure and equipment.

Suppliers must provide all their employees and workers with a clean, hygienic, safe and healthy workplace that guarantees basic safety, adequate ventilation, lighting, emergency procedures and physical requirements, including fire alarms, exits, emergency drills, free personal protective equipment (PPE), free Respiratory Protective Equipment (RPE), safety equipment, training appropriate to the task, as well as access to emergency medical care.

Suppliers shall ensure workers are not exposed to physical, chemical, or biological hazards above occupational exposure limits.

Workers must have access to water that is safe to drink and adequate sanitation. For suppliers providing accommodation or housing, workers must have access to gender-specific restrooms, showers and facilities, and safe, well lit, ventilated and hygienic accommodation which meets the highest industry standards and allows for privacy, security, and gender separation.

Any hazardous chemicals must be stored only in designated areas, away from dormitories and properly labeled with their contents and that they are hazardous.

Children under the minimum working age shall not be allowed in workplace areas (factories / cutting & polishing / manufacturing or mine sites) at any time, unless they are part of a guided school tour or other such unusual event.

Environment

Suppliers are expected to operate in compliance with all applicable laws and regulations addressing environmental protection.

Suppliers should conduct operations through their supply chain in a manner that mitigates the risks and protects the environment and the communities by making reasonable efforts to meet industry best practices and standards, managing their environmental impacts (e.g. energy, water, waste, chemicals, air pollution, land and biodiversity).

Bucherer recognises that suppliers will implement measures according to the company's capacity and need.

Chemicals & Hazardous Substances

Suppliers shall identify chemicals or other hazardous materials being used, released, discharged and managed to meet all legal requirements ensuring their safe, handling, movement, storage, use, recycling, reuse, replacement and disposal. Where possible, suppliers shall use alternatives to hazardous substances in their operations

Suppliers shall comply with all applicable laws and regulations regarding the restriction and registration and, where necessary, authorisation or notification of chemical substances contained in the end product or production process, according to the statutory requirements that apply to the corresponding market (e.g. EU REACH regulation).

Suppliers shall ensure chemical and waste storage areas shall be designed and maintained to prevent leaks using secondary containment. Further, all hazardous chemical containers shall be labeled with the chemical name and hazard warning.

Suppliers shall ensure Safety Data Sheets (SDS) are obtained from the chemical manufacturer and are readily available to relevant workers in their own language.

Animal Welfare

We aim to source materials of animal origin in an ethical and sustainable manner with respect to animal welfare, and species conservation. Suppliers shall comply with national and international legislation and regulations on the trade of precious skins: all skins of species

catalogued as endangered or vulnerable by Convention on International Trade in Endangered Species (CITES) must be obtained with certificates attesting to their legal origin, issued by CITES and the export authority, to ensure that trade does not threaten endangered species.



Acting With Integrity

Suppliers shall comply with all applicable laws, rules and regulations. In the event this Code of Conduct differs from or conflicts with local law, the higher standard shall prevail.

Bribery & Corruption

Business decisions shall not be influenced by any improper payments or gifts. Hence, suppliers comply with all applicable anti-corruption laws and regulations and, to this effect, have policies, processes and measures prohibiting any form of bribery, corruption, extortion and embezzlement in place.

Accepting or offering bribe payments or gifts and entertainment that are not within the bounds of customary business hospitality or involve public officials shall be prohibited. Suppliers shall not hire third parties to do something they are not allowed to do themselves, (e.g. paying bribes).

Any stakeholder (of the supplier or Bucherer) that identifies and raises concerns related to bribery shall be protected from any penalty or adverse consequences.

Conflict of Interest

Suppliers shall comply with all applicable laws concerning conflict of interest and make every effort to prevent the occurrence of situations that create a conflict of interest within the scope of their business relationship with Bucherer.

Suppliers shall fully disclose to Bucherer when they are linked with or are related to Politically Exposed Persons (PEPs), their families or their close associates.

Trade & Customs

Suppliers shall comply with applicable customs & trade laws, including those relating to imports and the ban on transshipment of merchandise to the importing country.

Anti-Money-Laundering

Suppliers shall comply with anti-money-laundering laws. Money laundering occurs when funds from illegitimate sources are brought into legitimate financial channels to conceal the illegal origin of these funds. Bucherer takes effective measures to combat money laundering, and we expect the same from our suppliers.

Competition Laws

We require suppliers to comply with all applicable antitrust laws. Fair and free competition is an essential part of our business activities. Bucherer does not do business with competitors and producers in a manner that is not in line with antitrust law.

Confidentiality / Personal Data

The access to confidential information within the Bucherer Group is limited to those who require such access to carry out their work. We expect our Suppliers to treat data privacy rights and confidentiality in the same manner.

Intellectual Property

We expect suppliers to comply with the intellectual property rights of third parties. This means not only must they respect the intellectual property of others but also manage technology and know-how in a manner that protects intellectual property rights and at the same time safeguard Bucherer's intellectual property (e.g. patents, trademarks, designs, copyrights, trade secrets and other rights).

Supply Chain Management System

We have a framework and action plan for identifying and managing the key risks associated with our suppliers.

Due Diligence

We assess suppliers based on their risk and direct them to the most appropriate due diligence and management process for their risk level.

The so-called risk-based due diligence is the reasonable investigation undertaken by Bucherer to identify, assess, prevent and mitigate risks in our supply chain where the level of supply chain scrutiny is commensurate with the identification of risks. Our due diligence processes consider the differing complexity, maturity and circumstances of our diverse supplier base.

Additionally, for suppliers of metals and minerals, we conduct due diligence in accordance with the 5-Step due diligence framework defined in Annex I of the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas 3rd Edition ('the OECD Guidance') including the Supplements on Gold, Tin, Tantalum and Tungsten. We expand on our requirements for suppliers of metals and minerals further in our Responsible Sourcing of Minerals & Metals Annex of this Supplier Code of Conduct.

We expect the collaboration from our suppliers with respect to our due diligence procedures, including transparent and timely disclosure of the requested documentation.

Raising Concerns

We encourage our suppliers to provide their stakeholders, including their workforce, access to grievance mechanisms for the confidential raising of concerns without fear of retaliation. A grievance mechanism is a way for stakeholders to safely and anonymously raise a concern without possible negative impacts on them.

If such local channels do not exist or a reporter feels uncomfortable using these channels, the Bucherer Integrity Line <https://bucherer.integrityline.org/> offers a reporting channel for employees and suppliers. The Bucherer Integrity Line is managed by Bucherer's Head Office in Switzerland. Concerns can be reported anonymously in various languages in a secure manner.

Bucherer takes concerns seriously and handles them promptly. Bucherer has zero tolerance for retaliation against anyone who reports, in good faith, violations or suspected violations of the Bucherer Supplier Code of Conduct.

Responsible Sourcing of Precious Minerals & Metals Annex

We expect our suppliers' handling minerals & metals, whether in raw, semi-finished, finished or other forms, to exercise Due Diligence in compliance with the OECD 5-step Due Diligence framework¹⁰, purchase from legitimate sources and not funding conflict in compliance with UN Resolutions; and be able to identify sources and the country of origin of materials, subcontractors and intermediary traders wherever possible and report any changes in sourcing to Bucherer.

The Sourcing Annex is designed to help Bucherer and our suppliers meet our responsible sourcing objectives of having a 'Responsible', 'Transparent', and 'Traceable' supply chain with Our goal is to continuously improve the social and environmental footprint of and to eliminate human and environmental abuses from our supply chain. We will continuously improve disclosure on the progress we make to achieve our goals. We are challenging ourselves to implement more supply chain traceability of our product's raw materials and will collaborate with and challenge our suppliers to do the same while upholding responsible manufacturing and workplace practices.

Disclosure and Due Diligence

The requirements and standards of disclosure for our suppliers of minerals and metals are in line with:

- Annex I & II of the Organisation for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals, Metals from Conflict-Affected and High-Risk Areas, 3rd Edition including the Supplements on Gold, Tin, Tantalum and Tungsten
- CIBJO (The World Jewellery Confederation)¹¹;
- the Kimberly Process¹²; and

¹⁰ Organisation for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals, Metals from Conflict-Affected and High-Risk Areas, 3rd Edition including the Supplements on Gold, Tin, Tantalum and Tungsten)

¹¹ CIBJO :(in French Confédération Internationale de la Bijouterie, Joaillerie, Orfèvrerie des Diamants, Perles et Pierres, The World Jewellery Confederation) (CIBJO), has its headquarters in Bern, Switzerland. It represents the interests of all involved in jewellery, gemstones and precious metals, from mine to marketplace- CIBJO standards are published in the form of "blue books" on subjects pertaining to the trade in diamonds, color gemstones, laboratory practice, etc. The process to develop these blue books is a consultative one, requiring consideration of inputs from a wide array of experts on the products, and all sectors of the jewelry trade. These books usually take time to develop, and then are subject to a strenuous approval process, governed by CIBJO procedures

¹² The Kimberly Process Certification Scheme (KPCS) is the process established in 2003 to prevent "conflict diamonds" from entering the mainstream rough diamond market by United Nations General Assembly Resolution 55/56 following recommendations in the Fowler

- the World Diamond Council's System of Warranties¹³.

Manufacturing and supply chain partners are expected to meet the standards of the OECD Due Diligence guidance for Responsible Sourcing of Minerals and Metals¹⁴, exercise Know Your Counterparty or similar procedures and to achieve full traceability & transparency throughout their supply chains.

We conduct due diligence in accordance with the 5-Step due diligence framework defined in Annex I of the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals and Metals from Conflict-Affected and High-Risk Areas (CAHRAs), 3rd Edition including the Supplements on Gold, Tin, Tantalum and Tungsten.

Suppliers are required to keep proper records to demonstrate compliance with this Code and this Responsible Sourcing Annex and to provide Bucherer or its representatives access to complete, original and accurate records upon request.

Suppliers are expected to self-monitor and document compliance with our Supplier Code of Conduct, however, Bucherer or its agents shall be permitted to perform scheduled or unscheduled audits or inspections at a Supplier's or subcontractor's facilities to verify compliance.

Report. The process was set up "to ensure that diamond purchases were not financing violence by rebel movements and their allies seeking to undermine legitimate governments

¹³ The World Diamond Council created a System of Warranties for diamonds that has been endorsed by all KPCS participants. Under this system, all buyers and sellers of both rough and polished diamonds must make the following affirmative statement on all invoices: "The diamonds herein invoiced have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations resolutions. The seller hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds."

¹⁴ *OECD due diligence guidance for responsible supply chains of minerals from conflict-affected and high-risk areas:* <https://www.oecd.org/daf/inv/mne/OECD-Due-Diligence-Guidance-Minerals-Edition3.pdf>

Traceability & Transparency

We encourage our suppliers, and their suppliers (where possible) to use reliable digital platforms and technology to establish and prove full supply chain traceability

In cases where traceability is not possible, suppliers shall undertake adequate measures to improve transparency and document their efforts.

Suppliers shall provide full and complete disclosure of all physical characteristics of the gemstones (including detailed information on any treatments or irradiation), in compliance with national and international laws and industry best practices (e.g. CIBJO)

Suppliers shall retain all documentation used to support gemstone and precious metals/metals sourcing.

Conflict Mineral/Metals

The use of raw materials that are subject to bans or embargoes or other import restrictions is strictly prohibited.

We expect our suppliers to exercise Due Diligence in compliance with the OECD 5-step Due Diligence framework, purchase from legitimate sources and not funding conflict and in compliance with UN Resolutions as well as national regulations and sanctions on the trade or import export of metals/minerals as well as be able to identify sources and country of origin of materials, subcontractors, and intermediary traders wherever possible and report any changes in sourcing.

Diamond Sourcing Requirements

Suppliers further agree to maintain and collect all warranties related to the Kimberly Process Certification Scheme.

Suppliers shall warrant that all diamonds, whether loose or in finished goods, invoiced to Bucherer have been purchased from legitimate sources, are natural diamonds, comply with the World Diamond Council System of Warranties and are conflict-free and are in compliance with the United Nations resolutions.

Suppliers shall provide complete disclosure of the origin of where the diamond was mined (where possible) physical characteristics, all treatments of the stones (including but not limited to the 4C's: cut, clarity, colour and carat weight), strictly adhering to the CIBJO Blue Book standards.

Coloured Gemstone Sourcing Requirements

Suppliers represent and warrant that they will engage in reasonable due diligence to ensure that all gemstones delivered and/or sold to Bucherer are processed in a manner that respects human and labour rights and does not inflict environmental damage.

Suppliers shall adhere to all applicable international sanctions, the Supplier Code of Conduct and restrictions related to the sourcing, trade and sale of gemstones irrespective of where those stones have been cut and from where they have been exported.

Suppliers shall provide full and complete disclosure of the origins (as far as possible) of where the gemstone was mined or laboratory created, all physical characteristics of the gemstones including whether composite, synthetic or reconstructed (including, but not limited to detailed information on all treatments and the 4Cs: cut, colour, clarity, carat weight), in compliance with applicable laws and CIBJO Blue Book standards.

Precious Metals/Metals Sourcing Requirements

Our suppliers shall implement the OECD Due Diligence Guidance Supplements on Gold, Tin, Tantalum and Tungsten as applicable to their operations and supply chains. Suppliers shall provide assurances (as far as possible) that Tungsten/Gold/PGMs being supplied have been recycled, reprocessed or mined responsibly in a manner that respects human and labour rights, are conflict-free, and does not inflict environmental damage.

Suppliers shall provide full and complete disclosure of all characteristics of alloys, metals and precious metals (including but not limited to its fineness, whether plated, flaked or alloyed), in compliance with applicable laws and CIBJO Blue Book standards.

This Supplier Code of Conduct applies to BUCHERER suppliers and is applicable to potential and existing business relationships. In case of any discrepancies between the English version and any translation of this Supplier Code of Conduct, the English version shall prevail.

We ask you to sign this Supplier Code of Conduct as evidence of your commitment. The signature on the Supplier Code of Conduct is a prerequisite for any business relationship.

Confirmation of the Supplier

Firm Name: _____

Address: _____

Date: _____

Signatures:

Supplier (authorized person)