# 供应商声明

# **Supplier Statement**

本公司确认已知悉《隆基供应商 CSR 行为准则》(如附件)(以下与本声明统称为"《行为准则》"),并作如下承诺和声明。

The Company acknowledges the understanding of the *CSR Code of Conduct of LONGi Suppliers* (as attached) (hereinafter referred to together with the Statement as the "Code of Conduct"), and makes the following commitments and statements.

### 一、诚实守信与遵守商业道德

#### I. Honesty, Trustworthiness and Compliance with Business Ethics

- 除遵守与隆基签订的供应协议项下的承诺外,本公司还将遵守《行为准则》中的原则和要求。
- 1. In addition to the commitments under the Supply Agreement signed with LONGi, the Company shall comply with the principles and requirements stated in the *Code of Conduct*.
- 2. 在本公司存在或可能存在被列入包括但不限于经营异常名录/严重违法失信企业名单/ 黑名单/惩戒名单等限制或惩戒性名单、或被政府/监管机构进行处罚的风险或潜在风 险时,应第一时间电话及书面邮件通知隆基供应商管理部门,并按照相关政府/监管机 构及隆基的要求应对并落实相关改进措施。
- 2. When the Company has or may have been included in these restricted or disciplinary lists, including but not limited to the list of abnormal operation/list/blacklist/disciplinary list of seriously illegal and trust-breaking enterprises or suffers the risk of being punished by the governmental or regulatory authorities or such potential risk, it shall immediately notify LONGi Supplier Management Department by phone and a written email, and respond to the requirements of relevant governmental/regulatory authorities and LONGi to implement relevant improvement measures in place.
- 3. 若交易达成,除非合同另有明确规定允许,未经隆基事先书面同意(公司授权代表人签字并加盖公章),本公司承诺不从事任何反竞争活动或参与反竞争的协议或商业行为,包括但不限于在参与隆基的项目招议标时不串标、不围标。
- 3. If a deal has been made, the Company undertakes not to participate in any anti-competitive activities or involve in anti-competitive agreements or business practices, including but not limited to the collusive bidding during participation in LONGi's project tendering and bid negotiation without the prior written consent of the LONGi (signed by the authorized representative and stamped with official seal), unless otherwise specified in the contract.
- 4. 遵守隆基的阳光采购原则,绝不为达到交易目的而自行或委托(指使)第三方向隆基的员工或其他利益方提供任何有价值的财物,包括但不限于以下情况:
- 4. The Company shall abide by the fair purchasing principle, and never present any valuable items to LONGi's employees or other interested parties for the purpose of transaction,

# including but not limited to:

- 1) 提供各种样式的礼品、礼物、礼金(比如在生日、婚丧、节假日等期间);
- 1) Offer various types of gifts, souvenirs and cashes (e.g. for birthdays, weddings and funerals, holidays, etc.).
- 2) 提供借款、贷款、红包、销售回扣、分红等现金;
- 2) Offer such cashes as borrowings, loans, red envelopes, sales rebates and dividends.
- 3) 提供购物卡、银行卡、加油卡、有价证券等现金等价物;
- 3) Offer cash equivalents such as gift cards, bank cards, refueling cards and securities.
- 4) 提供娱乐、健身、美容、宴请、就医、培训、住房装修、因私用车、旅游等服务;
- 4) Offer such services as entertainment, fitness, beauty, entertainment, medical treatment, training, housing decoration, private use of car and travel.
- 5) 提供其他能够量化为具体经济价值的物品或行为。
- 5) Offer other items or actions that can be quantified into concrete economic value.
- 5. 充分理解并支持隆基针对"关联关系"的相关要求,承诺做到:
- The Company shall fully understand and support LONGi's requirements for "association", and promise not to:
  - 1) 不邀请、不接受在职的隆基员工及其近亲属入股本公司、本公司的子公司或者关 联公司:
  - 1) Invite or accept LONGi's employees on active duty and their close relatives to become shareholders of the Company or its subsidiaries or affiliates.
  - 2) 不邀请、不接受在职的隆基员工在本公司、本公司的子公司或者关联公司兼职;
  - 2) Invite or accept LONGi's employees on active duty to take part-time jobs in the Company, its subsidiaries or affiliates.
  - 3) 不邀请、不接受在职的隆基员工介绍其近亲属到本公司、本公司的子公司或者关 联公司工作;
  - 3) Invite or accept LONGi's employees on active duty to introduce their close relatives to work in the Company, its subsidiaries or affiliates.
  - 4) 不安排隆基在职采购敏感岗位员工的近亲属担任与隆基采购业务相关的接口工作;
  - 4) Arrange the close relatives of LONGi's employees on active duty in the purchasing position to do the interface work related to LONGi's purchasing business.
  - 5) 如本公司与隆基其他供应商存在关联关系,本公司应在双方合作前书面报备给隆基采购人员。
  - 5) If there is any association between the Company and other suppliers of LONGi, the Company shall report such circumstances to LONGi's purchasing personnel in writing before cooperation between both parties.

## 二、采购业务要求

# **II. Purchasing Requirements**

- 6. 本公司确认隆基供应链采购部门作为隆基集团采购业务的唯一窗口负责采购业务,除 隆基采购部门之外其他人员给出的非书面承诺,隆基不认可且不承担任何法律责任。
- 6. The Company acknowledges that LONGi Supply Chain Purchasing Department is responsible for purchasing business as the only window of purchasing business of LONGi Group, and LONGi will not accept and assume any legal responsibility for non-written commitment made by other personnel other than LONGi Purchasing Departmental personnel.
- 7. 本公司在采购行为中除应遵守国家及地方的法律规定,亦要遵循道德原则及隆基的采购业务行为准则,并承诺以正确和可持续性方式管理其采购活动,包括但不限于招投标过程、供应商选择等。
- 7. In addition to national and local laws and regulations, the Company shall also abide by ethical principles and LONGi's code of conduct for purchasing business, and commit to manage its purchasing activities in a correct and sustainable manner, including but not limited to the bidding & tending process and supplier selection, etc.
- 8. 本公司在与隆基合作的过程中,就采购业务已知悉并同意接受隆基下述要求:
- 8. During the cooperation with LONGi, the Company has known and agreed to accept the following requirements of LONGi regarding purchasing business:
  - 1) 标书(商务标、技术标):标书的发送及内容的变更(包括技术参数、供应周期、质保期,原料原产国、生产商、规格、原配件品牌、型号等)均以隆基采购部门发送的书面通知为准,除隆基采购部门之外的其他人员给出的任何形式的变更和要求,隆基不认可且不承担任何法律责任。
  - Bids (commercial bid and technical bid): The delivery of the Bids and their changes in contents (including technical parameters, supply cycle, warranty period, country of origin of raw materials, manufacturer, specification, brand model of original accessories shall be subject to the written notice issued by LONGi Purchasing Department. LONGi will not accept and assume any legal responsibility for any changes or requirements made by other personnel other than LONGi Purchasing Departmental personnel.
  - 2) 报价:本公司在正式参与报价时提供的书面或系统报价信息(包括且不限于盖章或法人及法人授权人签署的报价单、投标函、标书等)将作为隆基合同签订的唯一依据。如本公司因客观原因要对报价信息进行变更,需以正式的书面形式发送通知。本公司保证其在隆基 SRM 等电子系统已完成注册(本公司拥有独立账号及密码且受本公司独立控制)。本公司在隆基 SRM 等电子系统中提交的报价、澄清函、承诺、附件等与投标、合同、订单相关的文件,对本公司具有法律约束力(本公司在隆基 SRM 等电子系统中提交、修改文件的行为,无论操作人员是否发生变更,均构成本公司的法律行为),本公司不得以该等文件未经其盖章而否认其法律效力。

- Quotation: The written or systematic quotation information (including but not limited to quotation, letter of bid and the Bid sealed or signed by legal person and legal person's authorized agent) provided by the Company during formal participation in the quotation will be the sole basis for signing the contract with LONGi. If the Company changes the quotation information for objective reasons, a formal written notice shall be issued. The Company guarantees that it has been registered in LONGi's electronic systems such as SRM (the Company has an independent account and password for such a system, which is controlled independently by the Company). The quotation, clarification letter, commitment, annex and other documents related to bidding, the contract and the order submitted by the Company in LONGi's electronic systems such as SRM are legally binding to the Company (no matter the operator is changed, the Company's submission and modification of documents in LONGi's electronic systems such as SRM shall constitute a legal act of the Company), and the Company shall not deny the legal effect of such documents without seal.
- 3) 保证金(投标保证金、履约保证金):保证金的金额及收款账户以采购部门发布的招标/采购信息文件中约定内容为准。因未按照招标/采购信息文件中相应要求提供保证金造成的一切后果,隆基不承担任何法律责任。
- 3) Security (bid security and performance security): The amount of deposit and the account to be credited shall be subject to the contents agreed in the tendering/purchasing information & documents issued by the Purchasing Department. LONGi will not assume any legal responsibility for all consequences arising from failure to provide the security as required in the tendering/purchasing information & documents.
- 4) 在招议标和采购过程中,严禁有陪标、串标、围标行为,一经隆基发现并经核实, 本公司同意被列入隆基供应商黑名单,且永不合作。
- 4) Complementary bidding and collusive bidding are strictly prohibited during tendering, bid negotiation and purchasing. Once LONGi has found and verified such behaviors, the Company agrees to be included in LONGi's supplier blacklist and never cooperate with LONGi.
- 5) 本公司中标后,不按约定签订合同或无正当理由不履行合同,且未提前书面通知 隆基的,一经隆基发现核实,本公司同意被列为红牌(淘汰)供应商,一年内不 再启用;情节严重时同意被列入供应商黑名单,永不合作。
- 5) After winning the bid, if the Company does not sign the contract as agreed or does not perform the contract without justifiable reasons, and fails to notify LONGi in writing in advance, the Company agrees to be listed as red card-held (eliminated) supplier and will not be selected within one year once LONGi has found and verified such behaviors. In serious case, the Company agrees to be included in LONGi's supplier blacklist and never cooperate with LONGi.

- 6) 合同&订单: 合同需双方盖章、授权代表人签字后生效; 订单需双方盖章或授权 代表人签字后生效(SRM系统订单除外)。合同的变更、废止须有变更协议进行 支持; 订单的变更或取消须由隆基采购部门签字后以邮件、SRM系统等书面形 式正式通知,隆基对任何人给出的口头承诺不承担任何法律责任。
- 6) Contract & order: The contract shall come into force after being sealed by both parties and signed by authorized representatives. The order shall come into force after being sealed by both parties or signed by authorized representatives (except for the SRM system order). The change and termination of the contract shall be supported by the change agreement. The change or cancellation of the order shall be formally notified in written forms such as email or SRM system after signing by LONGi Purchasing Department, and LONGi will not assume any legal responsibility for the oral commitment made by anyone.
- 7) 其他采购协议/合同/订单中约定事项。
- 7) Other matters agreed in the purchase agreement/contract/order.

# 三、负责任的供应链

## III. Responsible Supply Chain

- 9. 本公司应按照隆基的要求:
- 9. The Company shall follow LONGi's requirements to:
  - 定期或不定期向隆基提供①一份按隆基提供的模板形式填写的书面自我评估,以及②关于为确保本公司遵守《行为准则》已经采取或将要采取的行动的书面报告及证明资料和数据。
  - 1) Provide LONGi on a regular or irregular basis with ① a written self-evaluation report in the form of a template provided by LONGi and ② a written report and supporting information and data on actions taken or to be taken by the Company to ensure compliance with the *Code of Conduct*.
  - 2) 根据隆基的要求就隆基关注的企业社会责任履行情况全力配合隆基每年的尽职调查,同时也积极关注并实施对本公司的供应商关于企业社会责任履行情况的尽职调查。
  - 2) Fully cooperate with LONGi in the annual due diligence on the fulfillment of corporate social responsibility that LONGi concerns about according to LONGi's requirements, and pay close attention to and implement due diligence on the fulfillment of corporate social responsibility of the Company's suppliers.
- 10. 本公司同意隆基或隆基指定并能被本公司合理接受的第三方,应有权(但无义务)在本公司的和/或本公司的关联公司的相关场所内进行审核,以核实本公司对《行为准则》的遵守情况。
- 10. The Company agrees that LONGi or any third party designated by LONGi and reasonably acceptable to the Company shall have the right (but is not obliged) to conduct an audit at

the relevant premises of the Company and/or its affiliates to verify the Company's compliance with the *Code of Conduct*.

- 1) 该等审核都将只能在隆基事先发出书面通知后,在正常的工作时间内按照适用的数据保护法律进行。审核不得不合理地妨碍本公司的经营活动或违反本公司与第三方之间的保密协议。本公司同意合理地配合任何此类审核,并承担我方与该等审核相关的费用;隆基将承担自己的费用。
- Such an audit will only be conducted in normal working hours in accordance with applicable data protection laws after prior written notice from LONGi. Meanwhile, such an audit shall not unreasonably interfere with the Company's business activities or violate confidentiality agreements between the Company and third parties The Company agrees to reasonably cooperate with any such audit and to bear our expenses in connection with such audit. LONGi will bear its own expenses.
- 2) 如果本公司给隆基及时提供企业社会责任管理体系审核报告及本公司尽职调查程序、供应链安全管理体系审核报告,且该等报告①不超过12个月,②遵守国际标准,和③由一个值得信赖和公认的审核公司签发,则本公司有权拒绝隆基的审核要求。但是,如果隆基有理由怀疑本公司未能遵守《行为准则》,则隆基仍有权自行展开审核。
- 2) If the Company timely provides LONGi with corporate social responsibility management system audit report, the Company's due diligence procedures and supply chain safety management system audit report, and such reports are ① prepared in not more than 12 months, ② in accordance with international standards, and ③ issued by a trusted and recognized audit company, the Company has the right to refuse to LONGi's audit requirements. However, if LONGi reasonably suspects that the Company has failed to comply with the *Code of Conduct*, LONGi shall still have the right to conduct its own audit.
- 11. 本公司确保提供的产品(不论单独产品或其用于产品的原料)不含任何不道德采购或生产的成分,在整个供应链中进行合理的原产国或原产地查询,参与已建立的供应链沟通流程;如果隆基有所要求,应当及时在两(2)周内,向隆基提供产品溯源的文件;如果本公司在其供应链中发觉上述陈述的任何警示信号可能不再有效,应立即书面通知隆基;同时,本公司应立即开展进一步检查,以核实本公司交付的货物是否可能含有不道德采购或生产的成分,并应向隆基提供合理的文件;此外本公司将尽最大努力促使本公司的供应商遵守本条款的陈述和保证。
- 11. The Company ensures that the products provided (individual products or their raw materials used in the products) do not contain any unethically sourced or manufactured components. Inquire reasonably the country of origin or place of origin throughout the supply chain. Participate in the established supply chain communication process. If required by LONGi, the Company shall provide LONGi with the documents of product traceability timely within two (2) weeks. If finding in its supply chain that any warning signal of the above

statement may no longer be valid, the Company shall immediately notify LONGi in writing. Meanwhile, the Company shall immediately conduct further inspection to verify whether the goods delivered by the Company may contain any unethically sourced or manufactured components., and shall provide reasonable documents to LONGi. In addition, the Company will do its best to make the Company's suppliers comply with the representations and warranties in this clause.

# 四、其他

#### IV. Miscellaneous

- 12. 除隆基可能享有的其他权利和补偿外,如果本公司存在以下任一行为时,在隆基给本公司提供合理的通知和一次合理的补救机会之后,隆基还可以终止任何已签订的采购协议和/或任何已发出的采购订单,且无须承担任何责任。但通知及补救机会的规定不适用于违反《行为准则》中有关违反劳工保护、使用童工的原则和要求以及故意不遵守《行为准则》的行为。
- 12. In addition to other rights and remedies that LONGi may enjoy, LONGi may terminate, without liability, any purchase agreement entered into and/or any purchase order placed with the Company after LONGi gives the Company a reasonable notice and a reasonable opportunity for remedy if the Company is involved in any of the following: But, the notice and opportunity for remedy do not apply to the violation of principles and requirements for labor protection and use of child workers as contained in the *Code of Conduct*, as well as willful non-compliance with the *Code of Conduct*.
  - 1) 本公司严重或多次不遵守《行为准则》;
  - 1) The Company seriously or repeatedly fails to comply with the *Code of Conduct*.
  - 2) 本公司不同意如本声明第 10 条中规定的隆基的审核权利;
  - 2) The Company disagrees LONGi's audit right as set out in Article 10 of the Statement.
  - 3) 严重不遵守《行为准则》,包括但不限于违反社会责任、劳动者权益、使用童工、 行贿和环境职业健康法律法规要求。
  - 3) The Company seriously fails to comply with the *Code of Conduct*, including but not limited to the violation of social responsibility, workers' rights, use of child workers, bribery as well as environmental occupational health laws and regulations.
- 13. 本公司同意本声明适用隆基与本公司签订的相应采购协议和/或采购订单中规定的实体法和法律诉讼管辖地;如上述相应协议尚未订立,则适用隆基相应采购实体所在地为法院诉讼地管辖和该地的法律为适用的实体法(但不适用其任何冲突法规则)。
- 13. The Company agrees that the Statement shall be governed by the substantive laws and jurisdictions for legal proceedings set forth in the corresponding purchase agreement and/or purchase order entered into by LONGi and the Company. If no such agreement has been entered into, the substantive law under the jurisdiction of the court where LONGi's corresponding purchasing entity is located shall apply (but any rule of conflict of laws is

not applicable).

- 14. 若本公司违反以上承诺,本公司应承担由此给隆基造成的损失,同时,隆基有权按照 与本公司相关合同中约定的条款追究本公司的经济赔偿责任。
- 14. If the Company breaches the above commitments, the Company shall bear the losses caused to LONGi, and LONGi shall have the right to pursue the Company's liabilities for economic compensation in accordance with the terms agreed in the relevant contracts with the Company.
- 15. 如《隆基供应商 CSR 行为准则》有所调整,隆基将及时告知,本公司承诺自收到告知之日起,对本公司产生效力。
- 15. In case of any adjustment to the *CSR Code of Conduct of LONGi Suppliers*, LONGi will inform the Company in a timely manner and the Company commits it will take effect from date of receipt of the notification.
- 16. 本公司同意,如本声明的英文和中文语言之间存在不一致时,以中文语言为准。
- 16. The Company agrees that in the event of any discrepancy between the English and Chinese versions of the Statement, the Chinese version shall prevail.

### 五、投诉与举报

#### V. Complaint and Reporting

- 17. 在合作过程中,本公司发现隆基人员如有下列行为之一的,有义务向隆基检举揭发:
- 17. During cooperation, the Company is obliged to report to LONGi if finding any of the following behaviors of LONGi's personnel:
  - 1) 向本公司收受或索要回扣。包括但不限于礼品、技术协作费、劳务费等;
  - Accept or ask for kickbacks from the Company, including but not limited to gifts, technical cooperation fees and labor fees.
  - 2) 吃饭住宿不付款(指正常工作餐以外),并向本公司索要报销发票;
  - 2) Fail to pay for meals and accommodations (other than normal working meals) but ask for reimbursement invoices from the Company.
  - 3) 通过欺骗手段使用或占有本公司提供的材料、设备;
  - 3) Use or take possession of materials and equipment provided by the Company by fraudulent means.
  - 4) 当向隆基有关方面反映情况属实,遭到隆基有关人员的报复行为;
  - 4) LONGi's relevant personnel retaliate against the Company in reporting to LONGi the true circumstances.
  - 5) 其他有违反隆基廉洁合作等行为。
  - 5) Other behaviors that violate LONGi's principle of honest cooperation exist.
- 18. 除第 17 条对隆基员工的违规行为的举报义务,对于违反《行为准则》或任何适用法律法规的相关行为或潜在可能时,本公司及其相关员工有义务向隆基披露该所有情况。
- 18. In addition to the obligation for reporting violations of LONGi's employees in Article 17,

the Company and its relevant employees are obliged to disclose to LONGi all circumstances relating to or potential violations of the *Code of Conduct* or any applicable laws and regulations.

- 隆基的投诉举报渠道:
- LONGi's channel for public complaints and reporting:





微信公众号

投诉电话 Complaints hotline 029-84193391 18089282003 投诉邮箱 Complaint email

audit@longi.com

合规咨询邮箱 Compliance email

compliance@longi.com

为深化双方互助协作关系,共建诚实守信的营商环境,本公司填写相关信息收集表如下:

In order to deepen the mutual assistance and cooperation between both parties and create an honest and trustworthy business environment, the Company fills in the relevant information collection form as follows:

本公司合规/监察/审计/内控部门人员信息				
Personnel information of Compliance/Supervision/Auditing/Internal Control Department				
of the Company				
姓名 Name	部门名称 Name of department	职位 Position	电话 Tel.	邮箱 Email

附件:《隆基供应商 CSR 行为准则》

Annex: CSR Code of Conduct of LONGi Suppliers

地点、日期
Place and date
签字
Signature

姓名 (大写印刷体)、职务 Name (in block letters) and title

公司名称/公章并盖骑缝章

Company name/official seal and cross-page seal

附件: Annex:

# 隆基供应商 CSR 行为准则

# **CSR Code of Conduct of LONGi Suppliers**

2022年6月 June 2022

隆基致力于成为太阳能产业的推动者,携手供应商在光伏领域深度耕耘、协同创新,共建绿色产业生态链。推动符合隆基核心价值观(即可靠、增值、愉悦)的商业行为,为供应商承担社会和环境责任以及遵循商业道德提供行为指引,减少运营对环境的影响,并积极对社区贡献力量。基于此,隆基要求供应商必须遵守其经营所在国家/地区的所有适用的法律法规,并以此作为与隆基合作的前提条件。隆基鼓励供应商采用国际认可的行业标准和行业最佳实践,持续提升 CSR 管理水平。

LONGi is committed to becoming a promoter of the solar energy industry, working with suppliers to enable in-depth development and collaborative innovation in the photovoltaic field, building a green industrial ecological chain, promoting business practices consistent with LONGi's core values (i.e. reliability, value added and pleasure), providing guidelines for suppliers to take social and environmental responsibilities and follow business ethics, reducing the impact of operations on the environment, and actively contributing to the community. Based on this, LONGi requires suppliers to comply with all applicable laws and regulations in the countries/regions where they operate as a prerequisite for cooperation with LONGi. LONGi encourages suppliers to adopt internationally recognized industrial standards and best practices to continually improve their CSR management.

本行为准则概述了隆基对供应商在道德规范、劳工保护、职业健康和安全、环境保护、 社会责任管理体系方面的期望与要求。为确保供应商以高度诚信、对社会和环境负责的方式 开展业务,隆基的所有供应商都应遵守本行为准则。隆基将不定期评估供应商对本行为准则 的遵守情况,并相应调整其评价级别,任何违反本行为准则的行为都可能危及供应商与隆基 的业务关系,包括解除合作。

The Code of Conduct outlines LONGi's expectations and requirements for suppliers in terms of code of ethics, labor protection, occupational health and safety, environmental protection and social responsibility management system. To ensure that LONGi's suppliers conduct their business in a highly ethical, socially and environmentally responsible manner, all of LONGi's suppliers shall comply with the Code of Conduct. LONGi will irregularly evaluate the suppliers' compliance with the Code of Conduct and adjust their evaluation level accordingly. Any violation of the Code of Conduct may jeopardize the business relationship between the supplier and LONGi, including termination of cooperation.

本行为准则适用于向隆基绿能科技股份有限公司及/或其子公司、关联公司(统称"隆基") 提供产品及/或服务的供应商,以及其员工、劳务用工、学徒工、外籍劳工等所有为其提供 劳动或劳务的工作人员。

The Code of Conduct applies to the suppliers providing products and/or services to LONGi Green Energy Technology Co., Ltd. and/or its subsidiaries and affiliates (collectively referred to as "LONGi"), as well as its employees, labor workers, apprentices, foreign workers and other workers providing labor or services.

#### 一、基本原则

# I. Basic Principles

# 1. 遵守法律法规

#### 1. Compliance with Laws and Regulations

- 遵守其经营所在国家/地区的所有适用的法律法规及政府规范性文件、监管要求;
- The suppliers shall comply with all applicable laws and regulations, governmental normative documents and regulatory requirements of the countries/regions where they operate.
- 在经营活动中遵循所适用的国际公约、国际惯例的要求。
- The suppliers shall comply with all applicable international treaties and international conventions in business activities.

### 2. 遵守诚实守信原则和商业道德

# 2. Compliance with the Principle of Honesty and Business Ethics

- 承诺将守信原则始终贯彻于合作的各阶段,不造假、不欺瞒;
- The suppliers shall undertake to always implement the principle of good faith in all stages of cooperation without faking or delusion.
- 应避免自利交易或利益冲突、不从事损害隆基利益的任何不道德或不诚信的行为;
- The suppliers shall avoid self-dealing or conflicts of interest, and involve no unethical or dishonest conduct that would harm LONGi's interests.
- 遵循商业道德,并有责任使自己的行为符合社会规范。
- The suppliers shall follow business ethics and be responsible to make their own behaviors conform to social norms.

#### 3. 遵守与隆基的协议/合同约定

### 3. Compliance with the Agreement/Contract with LONGi

 熟悉、理解并遵守包括本行为准则在内的隆基对供应商及其产品、产品管控等相关 的各项制度要求和合同约定;

- The suppliers shall get familiar with, understand abide by all system requirements and contract provisions of LONGi for suppliers and their products and product control, including the Code of Conduct.
- 按照隆基对供应商的要求,建立并持续改进其产销监管链的程序、系统及流程,实现对产品自原材料至产品交付全过程的可追溯性,并且确保该过程的所有要素和环节符合隆基采购的标准和要求。
- The suppliers shall establish and continually improve the procedures, systems and processes of chain of custody according to LONGi's requirements for suppliers to achieve traceability of the whole process from raw materials to product delivery and to ensure that all elements and links of the process meet LONGi's purchasing standards and requirements.

# 4. 其他原则的遵守

# 4. Compliance with Other Principles

- 供应商应意识到其活动将对个人、当地经济和社会发展乃至人类的福祉产生直接或间接的影响。因此,供应商应致力于构建负责任的社区关系而努力,并以可持续的方式进行投资、运营等。尊重所在国家和社区,通过具有文化和社会价值的举措促进当地社区高质量发展。
- The suppliers shall be aware that their activities will have a direct or indirect impact on individuals, local economic and social development and human well-being. Therefore, The suppliers shall strive to build responsible community relations and invest, operate and so on in a sustainable manner. The suppliers shall respect the countries and communities in which they are located and promote quality development of local communities through initiatives of cultural and social value.

## 二、特别要求

### **II. Special Requirements**

# 5. 禁止贪污贿赂

### 5. Anti-corruption and Anti-bribery

- 供应商不得容忍任何形式的由其员工、第三方或中介从事的贪污贿赂行为,也不从 事任何形式的贪污贿赂行为,包括:违反法律法规为影响决策而向任何政府官员/ 交易相对方/其他利益方支付任何款项或给予其它形式的好处。
- The suppliers shall neither tolerate any form of corruption or bribery committed by their employees, third parties or intermediaries, nor engage in any form of corruption or bribery, including paying any money or giving any other form of advantage to any government official/counterparty/other interested party in violation of laws and regulations in order to influence their decision-making.

### 6. 劳工保护

#### 6. Labor Protection

- 不得容忍任何形式的歧视,包括有关招聘、雇佣条款、报酬、培训机会、晋升、终止、退休程序及/或任何其他与雇用相关的决定,并且必须能够证明其如何对员工的平等和公平待遇进行监督;
- The suppliers shall not tolerate any form of discrimination, including those concerning recruitment, terms of employment, wage, training opportunities, promotion, termination, retirement procedures and/or any other employment-related decisions, but must be able to demonstrate how it monitor the equal and fair treatment of their employees.
- 坚决杜绝雇佣童工,不从事或容忍任何形式的违反劳动用工法律法规的行为;
- The suppliers shall resolutely put an end to the employment of child workers, and shall not engage in or tolerate any form of violations of labor laws and regulations.
- 提供公平的报酬,确保遵守适用的工资、工时和福利方面的法律,并及时向员工支付报酬:
- The suppliers shall provide fair wages to their employees, ensure compliance with applicable laws on wage, working hours and benefits, and pay their employees' wages promptly.
- 应不加歧视地承认和尊重员工根据适用的法律法规规定享有集会和结社自由、组织、 组建工会和集体谈判的权利;
- The suppliers shall acknowledge and respect, without discrimination, their employees'
  rights to freedom of assembly and association, to organize, to form labor unions and to
  bargain collectively in accordance with applicable laws and regulations
- 确保不保存员工的个人文件或其他贵重物品,例如护照、工作许可证和向其收取押金,以约束员工或限制其行动自由;
- The suppliers shall ensure no personal documents or other valuables such as passports, work permits are kept and no deposits are charged to restrict their employees or freedom of action.
- 供应商应责成其供应商/合作伙伴不违反劳工保护或者购买有违劳工保护原则而生 产的产品或原材料等。
- The suppliers shall oblige their suppliers/partners not to violate labor protection principles or purchase products or raw materials produced in violation of labor protection principles, etc.

#### 7. 健康和安全

#### 7. Health and Safety

应根据适用的法律和合同中约定的安全标准,为员工提供并维护一个安全可靠的工作环境;

- The suppliers shall provide and maintain a safe and reliable work environment for their employees in accordance with applicable laws and safety standards agreed in the contract.
- 控制危险,并采取最为合理的、可能的预防措施,以防止事故及职业病的发生;
- The suppliers shall control hazards and take the most reasonable and possible preventive measures to prevent accidents and occupational diseases.
- 提供培训并确保内外部员工受到健康与安全问题的教育,以保障自己和工作伙伴的 安全;
- The suppliers shall provide training and ensure that internal and external employees are educated in terms of health and safety to protect the safety of themselves and their working partners.
- 确保在整个经营过程中始终遵守安全标准。
- The suppliers shall ensure safety standards are followed at all times throughout the operation.

## 8. 环境保护

#### 8. Environmental Protection

- 按照适用的环境保护法定标准和国际标准行事,包括有害物质与废水管理;
- The suppliers shall handle various matters in accordance with applicable statutory and international standards on environmental protection, including the management of hazardous substances and wastewater.
- 在生产运营活动中避免、最大限度减少并在必要时抵消自身的运营活动对生物多样 性的任何实质性影响;
- The suppliers shall avoid, minimize and offset any material impact of their operations on biodiversity in their production and operation activities where necessary.
- 采取节约和替代措施,如使用可再生能源替代传统能源,降低对能源、水、自然资源的消耗,持续推动节能减排,积极践行绿色供应链理念;
- The suppliers shall adopt conservation and alternative measures, e.g. replacing traditional energy with renewable energy, reducing e the consumption of energy, water and natural resources, continually promoting energy conservation and emission reduction, and actively practicing the concept of green supply chain.
- 关注国家和国际环境立法的进展,根据具体实施的项目评估对环境的影响并予以应 对。
- The suppliers shall concern about the progress of national and international environmental lawmaking and assess and respond to environmental impacts according to specific projects implemented.

## 9. 保密和个人数据保护

# 9. Confidentiality and Personal Data Protection

- 妥善保管隆基信息,包括但不限于采取不低于其对自己保密信息的保密措施,并且 限制对隆基保密信息的解除,避免公共场合讨论、披露该保密信息,并遵守保密协 议的要求;
- The suppliers shall take proper care of LONGi's information, including but not limited to taking confidentiality measures that are not less strict than those for confidential information, limit the release of LONGi's confidential information, avoid discussing and disclosing such confidential information in public places, and comply with the requirements of confidentiality agreement.
- 仅为合法的商业目的且通过合法的手段收集、处理、披露或存储个人信息,并确保 在收集、处理或向第三方转移该个人信息前已取得有效授权或许可。
- The suppliers shall collect, process, disclose or store personal information only for lawful commercial purposes and by lawful means, and ensure that a valid authorization or permission is obtained before collecting, processing or transferring such personal information to the third party.

### 10. 知识产权

## 10. Intellectual Property

- 在与隆基的合作过程中采取切实有效的措施保护隆基的所有知识产权;
- The suppliers shall adopt practical and effective measures to protect LONGi's intellectual property during the cooperation with LONGi.
- 尊重第三方的知识产权,在与其合作时,做到尽职尽责,及时发现和避免假冒产品, 避免侵犯他人的知识产权。
- The suppliers shall respect the intellectual property of any third party, do their due diligence during cooperation with it, timely detect and avoid counterfeit products, and avoid infringing others' intellectual property.

### 11. 公平交易、广告和竞争

## 11. Fair dealing, Advertising and Competition

- 完全遵守其经营所在国家/地区适用的所有反垄断法和公平竞争法,并基于其开展业务;
- The suppliers shall fully comply with all applicable anti-monopoly and fair competition laws in the countries/regions where they operate, and conduct their businesses based on these laws.
- 秉持公平交易、广告和竞争的标准。
- The suppliers shall uphold the standards of fair business, advertising, and competition.

## 12. 出口、进口和贸易管制

# 12. Export, Import and Trade Controls

- 遵守其经营所在国家/地区适用的所有贸易管制、进出口管制和相关法律法规,切实履行相关责任和义务;
- The suppliers shall abide by all relevant applicable laws and regulations on trade, import
  and export controls in the countries/regions where they operate, and earnestly fulfill
  relevant responsibilities and obligations.
- 通过持续提升员工的贸易合规意识、将贸易合规嵌入公司制度与流程、结合外部法律法规的变化及时更新和调整,实现各个业务环节的贸易合规管理与监督。
- The suppliers shall continually improve their employees' awareness of trade compliance, incorporate the trade compliance into the company system and process, and timely make updates and adjustment according to the changes in external laws and regulations to enable trade compliance management and supervision in all business links.

# 13. 负责任矿物采购

# 13. Responsible Mineral Purchase

- 制定明确的政策或完善的程序,不使用、不销售"冲突矿产"(刚果及任何与刚果存在国际公认边界的国家开采的钽、锡或钨元素的钶钽铁矿(钶钽)、锡石、金、钨锰铁矿、钴或其衍生物)。
- The suppliers shall establish specific policies or perfect procedures not to use or sell "conflict minerals" (coltan, cassiterite, gold, wolframite and cobalt mined in the Congo and any country with which the Congo has an internationally recognized border or their derivatives).
- 在整个供应链上对其供应或制造的产品中包含的所有的来源和产销监管链进行尽职调查,以确保不存在"冲突矿产",并根据隆基要求提供尽职调查措施及结果。
- Throughout the supply chain, The suppliers shall conduct due diligence on all sources and chains of custody contained in products supplied or manufactured by them to ensure no absence of "conflict minerals", and provide due diligence measures and results as required by LONGi.
- 本条款仅适用于①向隆基供应材料、零件、组件、子装配件并整合至隆基产品,以及向隆基供应产品以作隆基转售之用(以下简称"产品")的供应商;②适用于供应商间接交付给隆基的产品,例如通过下达给第三方(隆基的代工制造商、经销商)的订单和/或产品交付,又将这些产品转运给隆基的情况(无论这些商品是在加工处理中还是未更改任何形态)只要该供应商知晓该等产品的转运安排。
- This clause is only applicable to ① the suppliers that supply the materials, parts, modules and sub-assemblies to LONGi, integrates them into LONGi's products and supply the products (hereinafter referred to as "products") to LONGi for resale by LONGi; ② the products indirectly delivered to LONGi by suppliers, e.g. transshipment of products to LONGi through order placing and/or product delivery to the third parties

(LONGi's original equipment manufacturers and distributors) (no matter these goods are being processed or unchanged in any form), provided that such suppliers have known the transshipment arrangements for such products.

## 14. 信息披露

#### 14. Information Disclosure

- 准确记录有关其商业活动、劳工保护、健康和安全以及环境实践的信息,并应根据 有权相关方要求披露此类信息,不得伪造或虚假陈述。
- The suppliers shall accurately record information regarding their business activities, labor protection, health and safety and environmental practices, and shall disclose such information upon request by interested parties without faking or misrepresentation.

# 15. 负责任的供应链

## 15. Responsible Supply Chain

- 尊重与其合作的供应商的尊严及自主权。尽合理的努力促使其供应商解决自身供应 链中的社会和环境风险,并尽合理的努力,使其供应商/合作伙伴亦遵守与本行为 准则相适应的要求;
- The suppliers shall respect the dignity and autonomy of suppliers cooperating with them, use reasonable efforts to make their suppliers to address social and environmental risks in their supply chains and to ensure that their suppliers/partners comply with requirements consistent with the Code of Conduct.
- 保证其本身及其供应商/合作伙伴符合当地的劳工保护和环境保护的法律法规及相 关国际公约,并通过内部规章制度,识别、预防、减轻、终止或最小化对劳工保护 及环境的不利影响;
- The suppliers shall ensure that they and their suppliers/partners comply with local laws and regulations on labor protection and environmental protection as well as relevant international treaties, and identify, prevent, mitigate, terminate or minimize adverse effects on labor protection and the environment through internal rules and regulations.
- 遵循隆基对劳工与环境保护所承诺的国际公认的原则或标准。
- The suppliers shall keep LONGi's commitment to internationally recognized principles or standards on labor protection and environmental protection.
- 供应商/合作伙伴应积极履行社会责任,持续提升 CSR 管理水平。对取得相关国际标准/国家标准,按照相应标准建立管理体系或取得第三方审核认证的,隆基将其纳入供应商/合作伙伴管理加分项,同等条件下优先合作。
- The suppliers/partners shall actively fulfill their social responsibilities and continually improve their CSR management level. LONGi shall include those that obtain relevant standards/national standards and establish the management system or pass the third-party audit and certification in the extra point column for supplier/partner

management, with cooperation opportunities prioritized to them under the same conditions.

### 16. 投诉及保护

## 16. Complaints and Protection

- 供应商应为管理人员和员工提供顺畅、安全的匿名投诉或举报机制,以便其投诉或 举报工作过程中发现的违反本行为准则的行为;
- The suppliers shall provide a smooth and secure anonymous complaint or reporting mechanism for management and employees to complain or report violations of the Code of Conduct found during their work.
- 供应商应为投诉或举报者的信息严格保密,并确保投诉或举报者不因此遭受供应商内部的处分、不公平对待等打击报复。
- The suppliers shall keep the information of the complainer or informant strictly confidential, and ensure that the complainer or informant will not be subject to intra-punishment, unfair treatment and other retaliatory actions.

#### 三、语言和解释

### III. Language and Interpretation

- 本行为准则以中文与英文颁布,如中英文不一致的,以中文为准。
- The Code of Conduct is made in Chinese and English. In case of any discrepancy between Chinese and English versions, the Chinese version shall prevail.
- 如对本行为准则相关条款产生歧义时,由隆基负责解释。
- LONGi shall be responsible for interpreting any ambiguity arising from the relevant provisions of the Code of Conduct.