CONSTI PROGRAM FOR RESPONSIBLE SUBCONTRACTING

1 KEY CONTENT AND APPLICATION OF THE PROGRAM IN SUBCONTRACTING

The purpose of this Responsible Subcontracting Program is to describe what responsible procurement means in Consti's subcontracting, what Consti requires of its subcontractors, and what subcontractors must commit to in their contractual relationship with Consti. The Program consolidates the key responsibility requirements for subcontracting and specifies subcontractors' obligations, particularly regarding safety, quality, legal compliance, environmental responsibility, workers' rights, good governance, supply chain management, and open communication.

For Consti, responsible subcontracting means carrying out subcontracting safely, with high quality, lawfully, and in an ethically sustainable manner. The subcontractor's operations must support the project objectives and ensure that the work, delivery, or service is performed in accordance with the contract, applicable legislation, site and procurement instructions, and good construction practice.

The subcontractor must understand its work as part of the project as a whole, provide Consti with accurate and sufficient information, identify risks in its own operations and supply chain, raise ambiguities and deviations promptly, and participate actively in resolving them. Before submitting a tender, entering into a contract, or commencing work, delivery, or services, the subcontractor must ensure that it has an adequate understanding of the procurement requirements and conditions and has the necessary resources, expertise, supervision, workforce, equipment, materials, qualifications, permits, and approved supply chain participants.

Sustainability requirements are an essential part of responsible subcontracting. This means that the subcontractor must consider environmental impacts, workers' rights, occupational safety, good governance, supply chain responsibility, and the quality and traceability of performance. The subcontractor must be able to demonstrate that these requirements are met in its own operations and, where applicable, throughout its supply chain.

The Program applies to subcontractors, suppliers, service providers, transport companies, temporary labor providers, and other parties that provide work, services, materials, or other deliverables to Consti or Consti's sites. It also applies to the subcontractor's management, supervisors, employees, own subcontractors, suppliers, temporary workers, independent contractors, and other persons and entities acting on its behalf, insofar as their activities relate to Consti's procurement, contract, site, delivery, or service.

The Program forms part of the subcontract and constitutes a contractual obligation that guides the subcontractor and supplements the subcontract. The subcontractor must fulfill its contractual obligations in accordance with the principles, operating practices, and minimum responsibility requirements described in this Program. Commitment to the Program is an active and continuous obligation that must be reflected in the planning, management, implementation, documentation, monitoring, and handling of deviations relating to the work, delivery, or service.

2 SUBCONTRACTOR'S DUTY TO COOPERATE

2.1 Subcontractor's duty to provide information

The subcontractor's duty to provide information requires it to give Consti accurate and sufficient information about the conditions, progress, resources, schedule, risks, and deviations relating to its work, delivery, or service. The subcontractor may not take advantage of another party's mistake, unclear information, an obvious error, or missing documents; instead, it must raise such matters openly and without delay.

Through its own actions, the subcontractor must promote the safe, high-quality, timely, cost-effective completion of the project in accordance with responsibility requirements. Where applicable, the subcontractor must participate in advance planning, coordination, schedule management, risk identification, and problem-solving for the site or procurement. This begins at the tendering and contracting stage by providing sufficient and accurate information, continues during the work, delivery, or service through active management and open communication, and ends only when the agreed performance has been handed over, deficiencies corrected, handover or delivery documentation submitted, and any warranty or post-completion obligations duly fulfilled.

Throughout the contractual relationship, the subcontractor must perform its work in a manner that advances the project's shared objectives and strengthens trust between the parties. The subcontractor must act proactively and focus on solutions when performance requires coordination, assessment of changes, handling of deviations, fulfillment of responsibility requirements, or consideration of the work of other contractors, suppliers, or site participants.

2.2 Subcontractor's duty of due diligence

Before submitting a tender, entering into a contract, or commencing work, delivery, or services, the subcontractor must carefully familiarize itself with its performance and the documents, conditions, and requirements affecting it. The subcontractor is responsible for understanding what it has undertaken to do and the conditions under which the performance can be carried out safely, with high quality, responsibly, and on schedule.

- The subcontractor must familiarize itself with plans, work specifications, contract or delivery boundaries, schedules, safety documents, site or procurement instructions, environmental instructions, and quality requirements.
- The subcontractor must ensure that it has sufficient professional competence, supervision or other responsible management, workforce, equipment, tools, materials, permits, and qualifications.
- The subcontractor must identify risks related to its work, delivery, or service and plan how those risks will be eliminated or kept under control.
- The subcontractor must submit a written inquiry to Consti if there are ambiguities, inconsistencies, or deficiencies in the documents, scope of delivery, plans, or conditions.

The duty of due diligence also covers the subcontractor's proactive obligation to determine which laws, official regulations, employment terms, occupational safety requirements, environmental requirements, ethical and responsibility requirements under this Program, and contractor liability obligations apply to its own operations and supply chain. The subcontractor must ensure that this assessment is completed before work, delivery, or services commence and that changes in requirements are taken into account throughout the contractual relationship.

The duty of due diligence also includes the subcontractor's obligation to ensure that parties in its supply chain meet the responsibility, safety, quality, environmental, and

good governance requirements relating to Consti's procurement, site, delivery, or service.

Before commencing work, delivery, or services, the subcontractor must ensure that the key conditions for carrying out the subcontracting are in place. This includes, among other things, responsible persons, necessary information and reports, induction, supervision and monitoring arrangements, and the persons, equipment, materials, and supply chain participants used in the work.

2.3 Subcontractor's duty to give notice

The subcontractor must notify Consti without delay of all matters that may affect the performance, safety, quality, environment, schedule, costs, scope of delivery, contract boundaries, or the work of other parties at the site or in the project. The duty to give notice applies both to the subcontractor's own performance and to any observed conditions, plans, initial data, deficiencies, or inconsistencies that the subcontractor, based on its professional expertise, should understand to be relevant to the success of the procurement.

Notice must be given as soon as the subcontractor becomes aware, or should have become aware, of the matter. Work, delivery, or services must not continue in a manner that could aggravate an error, cause damage, endanger safety, impair quality, or increase costs before Consti has been informed and the necessary further measures have been agreed. The notice must be sufficiently specific to enable an assessment of the required measures. It must describe the observed matter, its location or subject, the time of observation, the estimated impact, the immediate containment measures taken by the subcontractor, and the subcontractor's proposed further action. Where necessary, the notice must include photographs, measurement data, plan extracts, safety data sheets, inspection forms, product information, or other documents required to assess the matter.

The subcontractor is not entitled to claim additional time, additional costs, or other compensation insofar as the matter underlying the claim could have been avoided or its effects limited by timely notice.

3 ENVIRONMENTAL RESPONSIBILITY AND IMPLEMENTATION OF SUSTAINABILITY REQUIREMENTS

The subcontractor must operate in an environmentally responsible manner and ensure that adverse environmental impacts caused by its work, delivery, or service are prevented or reduced as effectively as possible. The subcontractor must comply with applicable legislation, contractual obligations, and the instructions issued by Consti, the site, and the procurement organization.

The subcontractor must plan the use of materials, products, working methods, and resources appropriately and promote waste prevention, material efficiency, recycling, and the use of sustainable solutions insofar as this is consistent with the contract and project objectives.

The subcontractor must ensure the proper management of waste, chemicals, hazardous substances, and other factors affecting the environment or health, and provide Consti with the requested information and reports to demonstrate responsibility and compliance.

4 SOCIAL RESPONSIBILITY AND PROPER WORKING CONDITIONS

The subcontractor must ensure that its personnel and workers in its supply chain are treated appropriately, equally, and respectfully. Workers' rights, terms and conditions of employment, working conditions, safety, and well-being must comply with applicable legislation, the contract, and the instructions provided.

The subcontractor must prevent discrimination, harassment, inappropriate treatment, forced labor, human trafficking, child labor, and other conduct that violates workers' rights in its own operations and supply chain.

4.1 Prohibition of exploitation, forced labor, and discrimination

All forms of exploitation, forced labor, human trafficking, discrimination, and other conduct violating workers' rights are prohibited in the subcontractor's operations and supply chain. The subcontractor must ensure that workers can perform their work voluntarily, under proper working conditions, and without unjustified unequal treatment, pressure, threats, or exploitation.

The subcontractor must treat all workers equally and ensure that employment terms, pay, working hours, induction, accommodation arrangements, supervision, and other treatment comply with applicable legislation, the contract, and the instructions provided. Observed or suspected deviations must be investigated without delay, properly corrected, and reported to Consti if they may affect the procurement, site, or acceptability of the supply chain.

The subcontractor must respect workers' lawful rights to organize, participate in representative activities concerning employment terms, and exercise their employee rights without inappropriate consequences, pressure, or discrimination.

The subcontractor must ensure that workers understand the key terms, rights, and obligations relating to their work and employment. Employment terms, pay, working hours, conditions for performing the work, and any other work-related arrangements must be clear and verifiable for the workers.

4.2 Occupational safety and health

The subcontractor is responsible for the safety of its own work, personnel, and supply chain and for ensuring that its operations do not endanger others. Occupational safety requires anticipation, risk identification, induction, work instruction, supervision, and the immediate correction of observed deficiencies.

The subcontractor must plan and carry out its work so that it can be performed safely and in a controlled manner. Work phases, tools, materials, and conditions that present particular hazards must be identified in advance, and the required qualifications, protective equipment, instructions, and supervision must be ensured before work begins and throughout the work.

The subcontractor must ensure that its personnel and persons working on its behalf at the site do not work under the influence of alcohol, drugs, or other intoxicants. The subcontractor must intervene without delay in substance use or working while intoxicated and comply with the site's instructions on sobriety and fitness for work.

4.3 Prohibition of child labor and protection of young workers

The subcontractor must ensure that no child labor is used in its operations or supply chain and that the employment of young workers complies with applicable legislation, the nature of the work, and the protection of their safety and development. Young

workers must not be assigned work that is hazardous, harmful, or otherwise unsuitable in view of their age or development.

5 PREVENTION OF THE GREY ECONOMY AND MISCONDUCT

5.1 Honest and lawful business conduct

The subcontractor must conduct its business honestly, transparently, and lawfully and provide Consti with the information required for contract performance and responsibility monitoring in an accurate, up-to-date, and verifiable form.

5.2 Prohibition of bribery, corruption, and other misconduct

The subcontractor must not engage in bribery, corruption, anti-competitive conduct, provision of false information, document forgery, money laundering, circumvention of sanctions, or other unethical conduct. The subcontractor must identify material misconduct risks and notify Consti of any material risks or deviations it observes.

5.3 Identification and disclosure of conflicts of interest

The subcontractor must identify and prevent situations in which the personal or financial interests of the subcontractor, its personnel, owners, management, related parties, or other stakeholders may influence or appear to influence Consti's decision-making, procurement, or management of the contractual relationship. Actual or potential conflicts of interest must be reported to Consti without delay.

6 ENSURING RESPONSIBILITY IN THE SUPPLY CHAIN

The subcontractor must ensure that its supply chain complies with applicable legislation, contractual obligations, site and procurement instructions, and the key responsibility requirements of this Program. The subcontractor must address observed deviations and report material deviations to Consti.

7 PROPER FINANCIAL REPORTING

7.1 Accuracy of financial information

The subcontractor's financial reporting, invoicing, and other information relating to contract performance must be accurate, up to date, verifiable, and compliant with the contract.

The subcontractor must ensure that invoices and other financial information correspond to the work actually performed, the delivery completed, approved changes, and the agreed charging principles.

7.2 Ensuring eligibility for invoicing and management approval

Before invoicing, the subcontractor must ensure that the work, delivery, or service to be invoiced is eligible for invoicing, has been performed in accordance with the contract, and has reached the agreed invoicing stage. Where necessary, the subcontractor must obtain confirmation of the work from Consti's site management and provide sufficient measurement, inspection, handover, and other records or corresponding evidence demonstrating completion and quantity.

7.3 Prevention of duplicate invoicing

The subcontractor must ensure that the same work, delivery, service, variation, additional work, material, or other charge basis is not invoiced more than once or under different invoices or grounds in a manner that results in duplicate charges. Invoicing must

be retrospectively verifiable and reconcilable with approved work, deliveries, contracts, changes, and approvals by Consti's site management.

8 QUALITY ASSURANCE AS PART OF RESPONSIBLE SUBCONTRACTING

8.1 Ensuring contractual compliance and quality

The subcontractor is responsible for ensuring that its work, delivery, material, or service meets the contract, applicable legislation, good construction practice, the instructions provided, and the quality requirements of the site and project. Quality assurance forms part of the subcontractor's contractual and loyalty-based obligation to ensure the contractual compliance and quality of its own performance and to act so that any deficiencies, errors, and inconsistencies are identified, addressed, and corrected in a timely manner.

8.2 Quality assurance documentation

The subcontractor must plan and implement its quality assurance so that the progress of work, materials used, inspections, measurements, approvals, and any deviations can be verified retrospectively when necessary. Performance must be documented as required by the nature of the work, particularly where the result will later be concealed or otherwise difficult to inspect, such as concealed structures, waterproofing, penetrations, supports, or similar work phases.

8.3 Quality assurance for fire safety-related work

For fire safety-related work, the subcontractor has a particular obligation to ensure regulatory and contractual compliance and quality and to document the performance so that the products and materials used, installation method, inspections, and approvals can be verified when necessary. This applies, for example, to work involving fire compartmentation, firestopping, penetrations, sealing, insulation, protection, and other work phases relevant to fire safety, particularly where the work will later be enclosed within structures or otherwise difficult to inspect.

8.4 Reporting quality deficiencies, errors, and inconsistencies

If the subcontractor identifies a quality deficiency, error, inconsistency, ambiguity in the plans, or any other matter that may affect contractual compliance, durability, safety, compatibility, or later inspectability, it must notify Consti without delay and take the necessary containment or corrective measures. Work must not continue in a manner that could conceal the error, hinder its investigation, or increase the risk of damage, delay, or additional costs.

9 RESPONSIBILITY FOR COMPLIANCE WITH THE PROGRAM

9.1 Compliance with the Program as a contractual obligation

This Program forms part of the subcontract and the contractual framework governing subcontracting. Compliance with the Program is a contractual obligation of the subcontractor in the same manner as compliance with other contract documents, site instructions, and procurement obligations.

9.2 Monitoring and correction of deviations

The subcontractor must monitor compliance with the obligations under the Program in its own operations and supply chain. Observed deviations must be reported to Consti, corrected without undue delay, and measures must be taken to prevent their recurrence.

9.3 Consti's right to monitor and inspect

Consti has the right to monitor compliance with the Program and request from the subcontractor the information, reports, and documents necessary to assess compliance with the Program, the contract, and the instructions provided. Consti also has the right to conduct or commission inspections, in accordance with the contract and applicable procedures, of the operations of the subcontractor or parties in its supply chain insofar as the inspection relates to Consti's procurement, site, delivery, or service.

10 CONSEQUENCES OF BREACH OF CONTRACT

A breach of the obligations under the Program constitutes a breach of the subcontract. As a consequence, Consti has the right to exercise the remedies and impose the consequences provided for in the subcontract, including requirements to remedy the breach and other contractual sanctions.