



OUR SUPPLIER CODE OF CONDUCT

VERSION 2024-04

IGK GROUP



Preamble

This Code of Conduct applies to all companies of the IGK Group (hereinafter referred to as "IGK"), namely IGK Isolierglasklebstoffe GmbH, IGK Europe GmbH, MIG Systems GmbH and IGK North America Inc.

As a company in the chemical industry, we develop, produce and distribute adhesives and sealants for the insulating glass industry worldwide. We are actively committed to sustainability and responsible action and are aware of our responsibility towards customers, suppliers, employees and other stakeholders as well as towards the climate and society. In particular, we are guided by the values of integrity and fairness, regardless of whether our activities take place in Germany or abroad.

We support initiatives, principles and international standards such as "Responsible Care" as a contribution to the German chemical industry's "Chemie3" sustainability initiative, the "Climate-friendly SMEs" initiative of the German Association of Energy Consumers (VEA), the International Labor Organization's (ILO) Declaration of Fundamental Principles and Rights at Work, the UN Guiding Principles on Business and Human Rights (UNGPs) and the OECD Guidelines for Responsible Business Conduct and are committed to anchoring these in our company. In doing so, we expressly strive to continuously improve our performance in the areas of occupational health and safety, environmental and climate protection and product safety.

We want to work with our suppliers (hereinafter referred to as "business partners") to further develop our sustainability performance in the supply chain. The success of the cooperation between IGK and its business partners is based on mutual trust, transparency and reliability. This Supplier Code of Conduct defines our requirements for responsible business practices, human rights and labor standards, environmental protection and product safety. We take responsibility for the implementation of ethical, social and ecological standards in our own company and expect our suppliers to comply with the principles set out in this Supplier Code of Conduct and to take appropriate account of them in their own supply chain.



1. Responsible business practices

1.1 Compliance with laws, recognized human rights and labor standards and guidelines

The business partner undertakes to comply with the applicable national laws and the relevant internationally recognized norms, guidelines and principles in all business actions and decisions, in particular the principles of the United Nations Global Compact, the Universal Declaration of Human Rights, the conventions of the United Nations Organization, the core labor standards of the International Labor Organization (ILO), the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights. Compliance with this Code of Conduct and the applicable norms and standards may not be undermined by subsidiary agreements such as deviating contractual agreements or other comparable measures. If national and international regulations do not coincide, the business partner should adhere to the standard that provides greater protection for those affected.

1.2 Prevention of corruption

The business partner hereby undertakes to comply with international and local anti-corruption laws and standards. When dealing with business partners (customers, suppliers) and state institutions, the interests of the company and the private interests of employees on both sides are strictly separated. Actions and decisions are made free of extraneous considerations and personal interests.

1.3 Antitrust and competition law

The business partner shall ensure compliance with the relevant national and international antitrust laws and the laws against unfair competition, including price or condition agreements with competitors or other forms of agreements restricting competition, in particular agreements with competitors that have the hidden objective of market sharing or customer sharing.

1.4 Privacy and data protection

The business partner undertakes to comply with the provisions of the applicable data protection laws. Personal data may therefore only be collected, processed or used insofar as this is necessary for specified and legally permissible purposes. The use of such data must be transparent to the data subject (the person to whom the data relates). The Business Partner undertakes to comply with all laws governing the communication and reporting of personal data and the withdrawal of consent to the use, blocking and deletion of personal data. In addition, the Business Partner shall respect individuals in a manner consistent with the right to privacy and shall ensure that it does not unlawfully and/or arbitrarily interfere with an individual's privacy.

1.5 Export and import

The business partner undertakes to comply with the applicable import and export laws, in particular to comply with official sanctions, embargoes and other relevant laws, regulations, state and national guidelines and principles governing the transfer, provision or supply of goods and/or technology.



2. Respect for human rights and labor standards

2.1 Prohibition of child labor

The exploitation of children and young people cannot be tolerated in any form. The business partner is expected to prohibit all forms of child labor in its operational processes. The business partner must also comply with the minimum age for admission to employment. Where national law regulating child labor or the minimum age for admission to employment prescribes stricter criteria, this law shall take precedence.

2.2 Prohibition of forced labor and any other form of modern slavery

No form of forced and/or compulsory labor can be tolerated. This means that the Business Partner may not impose any form of involuntary employment or employment under threat of punishment or other sanctions, including compulsory overtime, indentured labor, forced prison labor, slavery or debt bondage. In addition, the Business Partner hereby undertakes to take measures to eliminate forced labor or any form of modern slavery.

2.3 Health and safety in the workplace

One of IGK's key business objectives is to prevent accidents in the workplace and work-related illnesses. Our constant aim is to ensure the well-being and satisfaction of our employees, which at the same time contributes to the success of our company. We therefore expect the business partner to ensure a safe, healthy and hygienic working environment and to take the necessary measures to prevent all forms of work-related accidents and health impairments. As part of these efforts, the business partner undertakes to comply with internationally recognized occupational safety standards. In addition, the business partner is expected to promote the continuous improvement of the working environment and to prioritize the safety-related training of employees.

2.4 Freedom of association and the right to collective bargaining

The business partner shall ensure that the fundamental right of its employees to freedom of association and the right to collective bargaining are upheld within the framework of national laws. The business partner shall maintain an open attitude towards the activities of trade unions and their organizational activities. Employee representatives are not discriminated against and have access to exercise their representative functions in the workplace. In cases where national laws restrict the right to freedom of association and/or the right to collective bargaining, the business partner shall make every effort to ensure that the free and independent association of employees for the purpose of collective bargaining is possible and actively granted.

2.5 Equal treatment

IGK expects all its business partners and suppliers to integrate the equal treatment of all employees as a central principle in their corporate policy (including with regard to recruitment, remuneration, benefits, promotion and termination of employment). The business partner must therefore eliminate and prevent any form of discrimination based on (but not limited to) ethnic, national or social origin, skin color, gender, age, religion, ideology, political orientation and/or activity, membership in a trade union or employee representation, disability, sexual identity or orientation or other personal characteristics or preferences. The business partner shall promote equal opportunities in employment and ensure that the applicable statutory provisions are always complied with. Equal treatment also includes equal pay for work of equal value.



2.6 Remuneration and social benefits

The business partner shall ensure that the wages it pays its employees are appropriate. The appropriate wage is at least the applicable statutory minimum wage or the minimum wage specified for the industrial sector. In addition, the business partner shall provide its employees with social benefits that comply with the applicable national or local standards. In any case, wages should always be sufficient to meet basic needs and provide a certain amount of disposable income. Wages are paid on time and written and understandable information about wages is provided.

2.7 Environmental impacts that may have negative consequences for certain human rights

The business partner undertakes to avoid harmful soil changes, air, noise and water pollution, harmful noise emissions or excessive water consumption, which could impair the resources required for the preservation and production of food, as well as actions that impede access to drinking water and sanitary facilities or damage the health of individuals.

2.8 Land rights

When acquiring, developing or using land, the business partner shall ensure that the prohibition of unlawful eviction and deprivation of land, forests and waters is observed, in particular if their use secures the livelihood of a person.

2.9 Abuse of force by private or public security forces

When hiring public or private security forces to protect the company's projects, the business partner shall ensure, through appropriate instructions or controls, that the security forces do not interfere with the right to freedom of assembly, do not physically harm employees and refrain from any form of inhuman or degrading treatment.

2.10 Limitation of working hours

The working time structures introduced by the business partner must comply with the applicable national laws, industry standards and the relevant ILO conventions.

2.11 Regular employment

The business partner shall ensure that work is performed on the basis of a recognized employment relationship established by national laws and practices. Obligations arising from the regular employment relationship may not be circumvented through the use of other types of contractual agreements.

2.12 Prohibition of harassment or inhumane treatment

The business partner shall ensure that measures are implemented to prevent physical abuse or discipline, threats of physical abuse, sexual or other harassment, verbal abuse or other forms of intimidation.

2.13 Disciplinary measures and dealing with employees

IGK expects its business partners to treat their employees with dignity and respect. Sanctions, fines, other penalties or disciplinary measures may only be imposed in strict compliance with applicable national and international laws and standards as well as internationally recognized human rights. The business partner shall ensure that no employee is subjected to verbal, psychological, sexual and/or physical violence, coercion or harassment. Deduction of wages as a disciplinary measure is not permitted.



2.14 Local communities and indigenous peoples

The business partner acts responsibly in the local community, respects the concerns of local residents and ensures healthy and safe living conditions. The business partner respects the rights of indigenous peoples to the land, territories and resources that they have traditionally owned, occupied or otherwise used or acquired.

2.15 Employees' access to adequate food, clothing, water and sanitation in the workplace

The business partner shall not restrict access to adequate food, clothing, water and sanitation in the workplace. If the company provides housing, the business partner shall ensure access to adequate housing.



3. Environmental protection

3.1 Environmental and climate protection

The protection of people and the climate is an integral part of IGK's policy. IGK therefore expects its business partners to take appropriate measures to reduce the climate-relevant impact of their business activities, to actively protect the climate and the environment in accordance with internationally applicable standards and statutory provisions and to continuously improve the effectiveness of their efforts in this regard. This includes avoiding emissions and waste wherever possible and continuously increasing resource efficiency. The business partner shall take suitable and verifiable measures and establish effective management systems (e.g. in accordance with ISO 14001 or another management system that meets a comparable standard) to ensure climate protection. IGK expects its business partner to promote the safe and environmentally compatible development and manufacture of its products, their packaging and their transportation.

3.2 Waste and emissions

IGK requires the Business Partner to maintain procedures and systems that ensure the safe handling, transportation, storage, recycling, reuse and management of raw materials, other business materials and waste. The Business Partner hereby undertakes to minimize the generation and disposal of waste and any form of release or emission of materials into the air, water and/or soil that could have a negative impact on human health, ecosystems and/or the climate. In addition, the business partner must ensure that all business materials and waste are handled and treated in an appropriate manner before they are released into the environment, should this be unavoidable. The Business Partner shall prevent or, if unavoidable, minimize the unintentional release, emission and/or leakage of hazardous substances into the environment by implementing and actively maintaining the appropriate procedures and systems. In addition, IGK expects the business partner to implement and maintain procedures and systems that continuously and sustainably optimize its consumption of all relevant resources such as energy, water and raw materials.

3.3 Compliance with specific environmental conventions

Where applicable, IGK requests the Business Partner to ensure compliance with the prohibitions related to the use and production of mercury and the treatment of mercury waste under the Minamata Convention, the prohibition of the production and use of chemicals and the handling, collection, storage and disposal of waste in an environmentally unsound manner under the Stockholm Convention and finally the prohibition of the export and import of hazardous waste under the Basel Convention.

3.4 Process security

IGK requires the business partner to introduce and maintain a formal management system to control its business processes in accordance with recognized safety standards. If necessary, the business partner shall carry out site and/or plant-specific risk analyses. The Business Partner shall take appropriate measures to prevent incidents at all its sites and facilities, e.g. (but not limited to) chemical emissions and/or explosions.



4. Product responsibility

4.1 Product safety

The business partner must comply with all relevant national and state-specific laws and legal regulations on product safety. In addition, the business partner must provide all relevant product information, in particular on the composition, use (in particular processing instructions, installation instructions and occupational health and safety measures) and, if applicable, the disposal of its products, in good time before the product is delivered or the service is provided and must label products properly. Furthermore, the business partner undertakes to provide IGK with complete documentation on the legal conformity of the products and services provided by him, including (but not limited to) safety data sheets and product labeling regulations.

4.2 Clinical studies and animal welfare

Where applicable, IGK requires the Business Partner to conduct clinical trials and product testing on animals, where unavoidable, in accordance with international guidelines and all applicable national and local regulations. With regard to product testing on animals, the Business Partner shall apply the 3Rs principle: Replace, Reduce, Refine.

4.3 Conflict minerals

The business partner is expected to ensure that no products are supplied to IGK that contain metallic elements whose ores and/or derivatives originate from a conflict region where they may contribute to the direct or indirect financing or support of armed groups and/or contribute to human rights violations. The business partner is expected to comply with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (OECD DDG) and other applicable regulations, such as the EU Conflict Minerals Regulation.



5 Implementation

5.1 Commitment

The business partner hereby undertakes to actively inform its direct suppliers of the requirements of this Code of Conduct and to ensure compliance with them. If the business partner has already introduced its own code of conduct or a formal company guideline that contains all the requirements listed in this Code of Conduct, IGK requires the business partner to provide evidence that it fully complies with these requirements. If the Business Partner does not have its own Code of Conduct or formal company policies in place, it hereby agrees to comply with this Code of Conduct and all requirements contained herein as described above.

The Business Partner shall implement effective risk management processes in all areas addressed in this Code of Conduct and with respect to all applicable legal requirements. IGK expects its Business Partner to disclose (upon request) risks and/or violations of the requirements set out in this Code of Conduct that have been identified in its own business and/or supply chain.

The business partner shall implement appropriate measures to promote and ensure the fulfillment of the expectations set out in this Code of Conduct in its own supply chains.

5.2 Training and qualification

The business partner is expected to promote and develop the qualifications of its employees through suitable training and further education measures.

5.3 Grievance mechanisms

The business partner shall establish and maintain effective grievance mechanisms for its employees to enable them to report possible violations of the Code of Conduct.

5.4 Review

IGK reserves the right to monitor and verify compliance with the requirements of this Code by its business partners as described above, either through its own employees, independent third parties, certifications or other forms of official assurance, or through subject-specific on-site audits.

5.5 Sanctions

IGK will treat any serious breach by the business partner of the obligations, requirements and provisions of this Code as a material breach of contract and will therefore consider taking appropriate legal action in individual cases. The business partner will be given the opportunity to take appropriate corrective action. IGK reserves the right to suspend and/or terminate the business relationship.



Supplier's Declaration

The cooperation between IGK and its business partner is based on mutual trust, transparency, reliability and fairness.

The business partner agrees to be checked for compliance with the Code of Conduct for Suppliers at the request of IGK. These activities may take the form of a survey, inspection or other agreed form by prior arrangement.

We hereby confirm that we have been informed of IGK's Supplier Code of Conduct and declare that we comply with the requirements for suppliers and are aware of the consequences of failing to comply with the obligations set out in the Code. Failure to comply with the obligations set out in the Supplier Code of Conduct may result in suspension or termination of the cooperation with IGK.

Company:	
Address:	
Date/ Signature / Stamp:	
Job title:	