

Validity: ☒ IAG ☒ ICA ☒ IPGB ☒ IPGH ☒ IPGL ☒ ILP	Integrated Management System Documentation Policy Code of Conduct for Suppliers and Third Party	 Version 01 As of: 02/15/2024 Page 1 of 8
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Dear Business Partners,

The [INDULOR-Group](#) is a family-run, medium-sized group of companies with several locations worldwide. The head office is located in Ankum, Germany. We also have administrative offices in Bramsche-Hesepe, Germany and in Zug, Switzerland. We have three production sites in Germany: Bitterfeld-Wolfen, Bramsche-Hesepe and Leverkusen. We also have a production and administration site in Graham, NC, USA and a sales office in Tokyo, Japan.

With the development and production of emulsion solutions, bulk polymers, and optical brighteners, we offer our customers from various industries and application areas (such as construction chemistry, printing ink and overprint varnish chemistry - graphic arts sector, wood finishing, adhesives industry, paper finishing and textile finishing) added value.

Within our corporate culture, we attach great importance to respectful cooperation, sustainability, and further development.

As business entities we all have a responsibility within the supply chain towards our fellow human beings, society, the environment, and all living beings.

By acting honestly and with integrity, we protect our company and maintain the trust of our partners and customers as well as our environment.

This [Code of Conduct \(CoC\)](#) is a voluntary commitment to ethically impeccable conduct. They apply to all suppliers and third parties who have a business relationship with the [INDULOR-Group](#).

We, the management of the [INDULOR-Group](#), are convinced that legal conformity (compliance), integrity and fairness are the basis for trust in our company, our products and services.

Our common goal is to assume responsibility within the supply chain and to make the value chain more sustainable. We are aware of the economic, social and ecological impact of our actions. This also means that we ensure that the applicable regulations and laws (binding obligations) are observed and complied with by all parties involved in the supply chain, at all times and everywhere. We do not participate in activities that are based on fraud, embezzlement, extortion, theft, embezzlement, or other deliberate damage to the assets of our suppliers and service providers or third parties.

The contents of this [Code of Conduct \(CoC\)](#) are summarized under the following headings:

[A. Definition of Terms](#)

[B. Management System](#)

[C. Human Rights and Labor Laws](#)

[D. Fundamental Employment Rights](#)

[E. Wages and Salaries and Working Hours](#)

[F. Occupational Health and Safety \(OHS\)](#)

[G. Environment and Climate Protection](#)

[H. Fair Operating Practices](#)

[I. General Requirements](#)

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The [Code of Conduct \(CoC\)](#) serves as a binding guideline for our day-to-day business.

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Non-compliance with the Code of Conduct can lead to considerable damage, not only for our company, but also for our business partners and other stakeholders.

Violations of the [Code of Conduct \(CoC\)](#) are subject to legal action under labor law, civil claims for damages and even criminal prosecution, depending on the severity of the violation.

This Suppliers and Third-Party Intermediaries [Code of Conduct \(CoC\)](#) describes the minimum standards that the [INDULOR-Group](#) requires of its Suppliers/Third Parties (as defined below) when doing business with [INDULOR-Group](#), in addition to compliance with all laws and regulations applicable to their activities (Binding Obligations).

This [Code of Conduct \(CoC\)](#) is an integral part of all contracts between the Supplier/Third Party and the [INDULOR-Group](#).

All expectations set out in this [Code of Conduct \(CoC\)](#) are to be fulfilled by the Supplier and corresponding evidence is to be provided to the [INDULOR-Group](#) upon request..

We also expect our suppliers and third parties to comply with these principles, which are listed in more detail below. Compliance with these principles influences our supplier evaluation and thus also our supplier selection. If the performance of our business partners in any of these areas is inadequate, we expect them to take appropriate measures to improve.

A. Definition of Terms

"Supplier" is any natural or legal person who supplies the [INDULOR-Group](#) with products or services. In addition to suppliers who have a direct contractual relationship with the [INDULOR-Group](#), this also includes third parties of the suppliers (sub-suppliers of the [INDULOR-Group](#)).

"Representatives" of the [INDULOR-Group](#) are the employees and legal representatives of the company.

B. Management System

The Supplier shall have an adequate management system in place to enable compliance with this [Code of Conduct \(CoC\)](#) or its own equivalent code of conduct, whichever is more stringent, and all other relevant and applicable laws and regulations. The functioning and quality of the management system must be appropriate to the size, complexity, and risk environment of the Supplier's business. This means that at the least:

- The Supplier has a systematic approach to assessing, mitigating, and managing risks related to human and labor rights, occupational health and safety, responsible business conduct and environmental impacts (i.e. in relation to the contents of this [Code of Conduct \(CoC\)](#)).
- All applicable laws, regulations, contractual terms, and binding obligations governing the supplier's responsibilities are properly applied and communicated and the relevant employees and business partners are adequately trained.
- The Supplier must have a complaints system (whistleblower protection system) in place that allows grievances in connection with the [Code of Conduct \(CoC\)](#) to be reported anonymously. Furthermore, this system must give every person the opportunity to anonymously report information on violations of legal regulations. It must be ensured that the reported incidents are processed in compliance with the law and efficiently by previously designated persons who are obliged to maintain confidentiality.
- The Supplier shall ensure and appropriately monitor that its own suppliers comply with this [CoC](#) or their own equivalent or *stricter* code of conduct. The Supplier shall be liable for the performance of its suppliers as for its own work.

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- We expect our suppliers to maintain a management system that is based on the principles of **DIN EN ISO 9001** (Quality Management) and the **DIN EN ISO 14001** (Environmental Management).

C. Human Rights and Labor Laws

The Supplier shall:

- respect human rights in accordance with the **UN-Charter** and not to engage in human rights violations within its sphere of influence.
- properly document its impact on human rights if the need for such measures is identified.
- have appropriate remedial measures in place in the event of human rights violations.

D. Fundamental Employee Rights

The Supplier shall comply with the **ILO-International Labor Standards**, including the following:

- not to employ workers under the age of 15 or under the minimum age applicable under national law, whichever is higher (in accordance with **ILO Convention 138** on *minimum age*).
- comply with **ILO Convention 182** on the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor.
- ensure that the employment of young people over the minimum age but under 18 does not jeopardize their education, health, safety, or morals.
- fully recognize the right of workers to organize, join a union and bargain collectively,
- not to use any form of involuntary labor (such as forced or slave labor).
- not to discriminate against any employee on the basis of *ethnic, national or social origin, skin color, gender, age, religion, ideology, political activity, membership of an employee organization, disability, sexual orientation or other personal characteristics*. We expect our suppliers to comply with a general anti-discrimination policy.
- to treat all employees fairly and respectfully.

E. Wages and Salaries and Working Hours

The supplier shall:

- pay *employees* at least the minimum wage and applicable overtime premiums set forth in national laws or applicable collective bargaining agreements.
- apply normal working hours that comply with the applicable laws and collective agreements and, in cases where there are no such laws or collective agreements, the working hours do not regularly exceed 48 hours per working week and the daily working time is limited to a maximum of 10 hours.
- grant the employee a rest period of at least 11 hours between working days (in accordance with **ArbZG § 5**.)
- comply with the legally prescribed break times per working day and to keep track of these. In cases where there is no legal basis, a break of at least 30 minutes must be granted for working hours between 6 and 9 hours and a break of at least 45 minutes for working hours of more than 9 hours (in accordance with **ArbZG §4**).
- grant all *employees* at least one rest day on seven consecutive working days, unless otherwise stipulated by the applicable laws.

F. Occupational Health and Safety (OHS)

The supplier shall:

- comply with all applicable legal OHS requirements.

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- have its own written OHS policy, demonstrate management commitment to OHS and assign responsibility for OHS within its organization.
- ensure that operational controls such as policies and procedures are in place and communicated to all employees.
- have procedures in place to prepare for and respond to emergencies.
- raise awareness of health and safety issues among its employees, improve the safety culture through open communication and ensure that its employees have received appropriate health and safety training.
- measure and monitor its occupational health and safety performance and associated hazards through properly conducted workplace inspections.
- report and investigate all health and safety incidents.

G. Environment and Climate Protection

The Supplier shall:

- comply with *all environmental requirements set out in relevant laws, regulations, and environmental permits.*
- *identify chemicals and materials whose release poses an environmental hazard and handle them in a manner that ensures safety during handling, transportation, storage, use, recycling, disposal, and reuse.*
- *comply with the prohibitions of the **Minimata Convention of 10. Oktober 2013** in the case of the use of mercury and of the **Stockholm Conventon of 23. Mai 2001, as amended**, in the case of the use of persistent organic pollutants.*
- *reduce all emissions and waste, taking into account economic solutions, and pursue an increase in resource efficiency. Furthermore, emissions from operational processes (both air and noise emissions) and greenhouse gas emissions must be classified, monitored, and checked before they are released and, if necessary, appropriate corrective measures must be initiated. The supplier is also obliged to monitor its exhaust gas purification systems.*
- *have a systematic approach to the identification, handling, reduction and responsible disposal or recycling of solid waste. The bans on the export of hazardous waste in accordance with the **Basel Convention** of March 22, 1989, as amended, must be observed.*
- *classify, monitor, check and, if necessary, treat its wastewater from operating processes, manufacturing processes and sanitary facilities prior to discharge or disposal. Furthermore, the supplier must introduce measures that lead to a reduction in wastewater volumes.*
- *reduce or, where possible, avoid the consumption of resources, energy, and water (e.g. directly at source or through the optimization of processes and measures or through the substitution, reduction, and recycling/reuse of materials).*
- *monitor and document its energy consumption. Solutions that improve energy efficiency and reduce energy consumption must be found, taking economic efficiency into account. Certification of the supplier in accordance with **DIN EN ISO 50001** is preferred, but not mandatory.*
- be responsible for environmental issues within its organization.
- ensure that its employees have adequate knowledge and experience of environmental issues and resources to enable them to fulfill their responsibilities effectively.
- ensure that written instructions are available for all processes with a potential environmental impact, such as the storage and handling of hazardous substances, and that the relevant information is passed on to all employees involved.
- work proactively to prevent emergencies and ensure that it is able to respond appropriately to such events by analyzing, identifying and taking appropriate preventive and remedial actions.
- systematically deal with environmental violations and complaints and communicate them to employees and external stakeholders.

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- provide the [INDULOR-Group](#) with up-to-date Material Safety Data Sheets (MSDS or SDS) and any other relevant documents and information requested by the [INDULOR-Group](#). These include the *composition, information on use, further processing and disposal*.
- *fulfill the contractually agreed quality requirements.*
- *additionally deal with process safety. All product and environmental aspects must be considered, documented, and taken into account throughout the entire product life cycle.*

H. Fair Operating Practices

The Supplier shall:

- conduct its business in full compliance with all applicable national and international antitrust laws and laws against unfair competition and to compete fairly.
- avoid situations in which conflicts of interest arise between the Supplier and the [INDULOR-Group](#).
- act in accordance with all applicable anti-corruption laws, including by refusing to accept or offer bribes, kickbacks, or anything of value in order to obtain or retain business or to obtain an improper benefit or advantage.
- act in accordance with all rules and regulations relating to the safety and quality requirements of products and services, including those established by the [INDULOR-Group](#).
- transparently and accurately record and disclose its business activities, corporate structure, financial situation and performance in accordance with applicable laws and regulations.
- *not engage in money laundering.*
- *not contribute to the financing of terrorism.*
- *safeguard the natural resources of natural persons. This means that land, forests, and water must not be depleted, and that the health of individuals must not be impaired by the supplier's activities.*

In the case of business transactions with the [INDULOR-Group](#), this means, but is not limited to, the following:

- The representatives of the [INDULOR-Group](#) shall always be responsible for their own travel and accommodation expenses when visiting suppliers, conferences, reference companies, etc.
- No gifts, hospitality or expenses may be offered to the representatives of the [INDULOR-Group](#) that could be considered inappropriate or unsuitable with regard to potential business.

I. General Requirements

The Supplier shall:

- immediately report any non-compliance with this [Code of Conduct \(CoC\)](#) to the [INDULOR-Group](#). The Supplier and any of its employees can report their concerns confidentially to the following addresses:

By Mail:
Indulor Chemie GmbH
Schulstraße 3
49577 Ankum
DEUTSCHLAND

By E-Mail:
codeofconduct@indulor.de

Please also refer to our whistleblower protection system, in which grievances and violations (including violations of this [Code of Conduct \(CoC\)](#)) can be reported anonymously. Reporting channels are the above-mentioned postal address, to the attention of Data Protection, as well as the email address, datenschutz@indulor.de, or by telephone at 0049 5461 8826 68.

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- disclose information and data on the topics covered by this [CoC](#) at the request of the [INDULOR-Group](#), provided that this does not conflict with its legal obligations to disclose information.
- allow the [INDULOR-Group](#) or a third party authorized by the [INDULOR-Group](#) and deemed reasonable by the Supplier to conduct an audit of the Supplier's activities relevant to this [CoC](#) in the presence of the Supplier, including but not limited to the Supplier's facilities and relevant extracts from books and records. At the Supplier's request, the parties involved in such an audit shall enter into a confidentiality agreement regarding the circumstances disclosed during the audit.
- communicate the principles, requirements and behavioral guidelines required by this [Code of Conduct \(CoC\)](#) within its own supply chain in a comprehensible manner to its employees, agents and its entire upstream value chain, to take all necessary precautions for their implementation and to check compliance with these principles, requirements and behavioral guidelines and, in the event of violations, to immediately demand appropriate corrective measures and monitor their effectiveness.*

J. Data Protection Policy

The Supplier shall comply with the applicable data protection regulatory framework. Personal data may only be processed if there is a legal basis for processing the data and this is necessary for lawful and predetermined purposes. The processing of the data must be transparent for the data subjects and the rights of the data subjects must be fully guaranteed.

K. Due Diligence

*The Supplier is obliged to ensure that the products delivered to the [INDULOR-Group](#) do not contain any metals from conflict and high-risk areas. The Supplier shall establish processes that comply with the **Organization for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals** from the above-mentioned areas. Smelters and refiners without audited due diligence processes are not to be considered as business partners or existing business relationships are to be terminated unless measures to create appropriate due diligence processes are implemented.*

*The Supplier also agrees to implement the minimum standards listed in this [Code of Conduct \(CoC\)](#) in its own business area and within its upstream value chain and to identify any risks in this regard with regard to the requirements of this [Code of Conduct \(CoC\)](#) and to take appropriate (remedial) measures (prevention, avoidance and mitigation). Furthermore, it undertakes to the [INDULOR-Group](#) regularly about the risks identified and the (remedial) measures taken. In the event of a concrete suspicion of breaches and in the event of breaches actually being detected, the Supplier shall the [INDULOR-Group](#) immediately of this and of the (remedial) measures taken. This presumes that the Supplier is in a position to explain its entire value chain up to the origin to the [INDULOR-Group](#) at any time. Upon request, the Supplier shall provide the [INDULOR-Group](#) with appropriate evidence of the value chain of its raw materials. Furthermore, the Supplier shall provide the [INDULOR-Group](#) the best possible support in carrying out the risk analysis in accordance with **§ 5 of the Supply Chain Duty of Care Act (LKSG)** and, if necessary, work towards implementation by our upstream suppliers.*

Furthermore, the supplier agrees to rectify any damage resulting from the violation of a human rights or environmental related obligation by the supplier in its business area. Similarly, the supplier must require its upstream supply chain to rectify any damage within its business area.

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L. Enforcement

- If the [INDULOR-Group](#) notices that the Supplier does not meet or violates the requirements and expectations set out in this [CoC](#), the [INDULOR-Group](#) will provide guidance as to which points need to be corrected or improved. The Supplier must then immediately (within a reasonable grace period) take the corrective measures recommended by the [INDULOR-Group](#). If the corrective action cannot be achieved within this grace period, the Supplier must notify the [INDULOR-Group](#) immediately. *The Supplier is obliged, after consulting with the [INDULOR-Group](#), to draw up a concept with a timetable for ending or minimizing the breach. However, the [INDULOR-Group](#) reserves the right to cancel outstanding orders, suspend future orders or terminate the contract with the Supplier in the event of a material breach of this [CoC](#).*
- *The Supplier is aware that compliance with this Code of Conduct is a material contractual obligation and that, accordingly, any breach may constitute a serious breach of contract. In the event that the main contract between the [INDULOR-Group](#) and the Supplier, which includes this Code of Conduct as an annex, contains separate termination provisions, both parties agree that a breach of this Code of Conduct entitles the [INDULOR-Group](#) to terminate the contract. Accordingly, in the event of serious or continued breaches of this Code of Conduct by the Supplier or its upstream supply chain, the [INDULOR-Group](#) shall be entitled to terminate the contract underlying the business relationship with the Supplier without notice and to withdraw from contracts that have not yet been fully performed.*
 - *The [INDULOR-Group](#) reserves the right to verify compliance with this [CoC](#) by means of supplier self-assessments, audits, certificates, and statements. The Supplier agrees that the [INDULOR-Group](#) may carry out audits at regular intervals or on specific occasions to verify compliance with the Code of Conduct at the Supplier's premises during normal business hours after reasonable advance notice, either itself or through an agent appointed the [INDULOR-Group](#). The Supplier also agrees to create the contractual conditions for its direct and indirect suppliers to the [INDULOR-Group](#) or its authorized representative to conduct corresponding audits in the event of actual indications of a violation of a human rights-related or environmental obligation in the Supplier's upstream supply chain. This right shall also apply equally in favor of the customers of the [INDULOR-Group](#), to the extent that they identify actual indications of a violation of a human rights-related or environmental obligation on the part of the supplier of the [INDULOR-Group](#), or its upstream supply chain. Any audits are carried out in accordance with the applicable legal standards.*

If you have any further questions about the Code of Conduct, please contact your local contact person at the [INDULOR-Group](#) or use the main e-mail address codeofconduct@indulor.de .

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K. Declaration of Consent

We hereby confirm our agreement and promise to comply with the principles, requirements and behavioral guidelines of the above [Code of Conduct \(CoC\)](#) with regard to the entire [INDULOR-Group](#) by mutual agreement and as a binding contract.

<i>Supplier</i>	
<i>Address: Street and City</i>	
<i>State, Zip Code</i>	
<i>Country</i>	
<i>Commercial Register</i>	
<i>Managing Director</i>	

<i>Name of Authorized Representative</i>	
<i>Position of Authorized Representative</i>	
<i>Date, Place</i>	
<i>Signature of Authorized Representative</i>	
<i>Company Stamp</i>	

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