

Code of Conduct for Suppliers to INPACS

(Status Apr 2021)

Sustainability is an integral part of our corporate culture as family businesses. We think in terms of generations, we are responsible employers and business partners. This aspiration must also be reflected within the management of our supply chains, which is why we expect any company, organisation or individual person offering goods or services to INPACS (hereafter “The supplier”) to share our commitments and adhere to the provisions stated in this code.

INPACS is a participant of the United Nations Global Compact and this Code of Conduct has been developed taking into account the importance of the Compact’s ten principles in the areas of human rights, labour, environment and anti-corruption.¹ This includes the requirements and objectives set forth in the United Nation’s Sustainable Development Goals (SDGs).²

The provisions of this Code of Conduct provide the minimum standards expected of INPACS’ suppliers including all its branches and involved subcontractors. Its implementation should be undertaken in a consistent manner.

Our suppliers are expected to follow a precautionary approach to manage ethical, social, environmental and supply chain related risks.

In detail, we require our suppliers to adhere to the following:

1. Ethics³

1.1 Compliance with the Law

The supplier shall fully adhere to the laws of the applicable legal system.

1.2 Fair Competition

The rules for fair competition are an absolute prerequisite for a performance based market economy in order to promote economic efficiency, development and innovations. Therefore, the supplier shall conduct its business in line with fair competition and in accordance with all applicable anti-trust laws.

1.3 Prohibition of Corruption and Bribery

The supplier shall not tolerate any kind of corruption including bribery and extortion nor engage in it in any form. This also includes any illegal payment offers or similar allowances towards government officials to influence their decision making.

No gifts or personal benefit, which could be perceived as a bribe, shall be offered to INPACS employees.

In all cases, gifts or entertainment shall not be offered to improperly influence a business relationship and must not violate applicable laws or ethical standards.

¹ See the [Ten Principles](#) of the UN Global Compact

² See the [United Nation’s Sustainable Development Goals](#)

³ See the Ten Principles of the UN Global Compact: [Principle 10](#) Anti-Corruption

1.4 Anti-Money Laundering

The supplier shall comply with all applicable anti-money laundering laws and implement the measures required for preventing money laundering activities. INPACS will only accept funds received from legitimate sources.

1.5 Data Protection

The supplier shall manage and protect all personal data in accordance with the Data Protection Regulation (GDPR) passed by the European Union.⁴

1.6 Confidentiality

The supplier shall respect the confidential business information of others and protect corresponding rights.

1.7 Identification of Concerns

The supplier shall encourage and provide means for its employees to confidentially report concerns, complaints, or potentially unlawful activities at the workplace respectively in business activities without threat of reprisal, intimidation, or harassment. The supplier shall investigate such reports and take corrective action if needed.

2. Labour and Human Rights⁵

2.1 Human Rights

The supplier shall respect the personal Dignity, Privacy and Human Rights of everyone. The protection of internationally proclaimed Human Rights⁶ shall be respected and supported. Complicity in human rights abuses is to be prevented by the supplier.

2.2 Inclusion and Diversity

The supplier shall encourage equal job opportunities and equal treatment of its employees regardless of colour, nationality, social origin, potential disability, sexual orientation, political or religious belief as well as gender or age.⁷

2.3 No Harassment and No Coercion

The supplier shall not tolerate behaviour (including gestures, language and physical contact), which is considered sexual, threatening, abusive or exploitative.

2.4 Fair Working Conditions

The supplier shall provide adequate compensation, ensure a legally fixed national minimum salary⁸ and obey the legally fixed maximum working hours for the respective country.⁹

⁴ [Regulation \(EU\) 2016/679](#)

⁵ See the Ten Principles of the UN Global Compact: [Principles 1 - 6](#)

⁶ Universal Declaration of Human Rights: <http://www.ohchr.org>

⁷ ILO Convention 111: <http://www.ilo.org>

⁸ See ILO Topic page on [Wages](#)

⁹ ILO Convention 1: <http://www.ilo.org>

2.5 Prohibition of Forced Labour

The supplier shall not employ anybody against the will of the person concerned nor force anybody to work.¹⁰ Practices such as extortion, for example through withholding someone's passport, or similar are not acceptable.

2.6 Prohibition of Child Labour

The supplier shall not employ anybody without proof that they are at least 15 years old. In developing countries that fall under the ILO convention 138 and are therefore exempt, the minimum age can be reduced to 14 years.¹¹

2.7 Health and Safety

(1) The supplier shall provide adequate safety measures to effectively protect its employees against accidents, chemical, biological and physical hazards as well as occupational diseases – including appropriate staff training and personal protective equipment.¹²

(2) The supplier shall identify and effectively prevent relevant risks and emergency situations in the workplace, public neighbourhood and company-provided living quarters as well as ensure appropriate emergency plans, regular safety trainings and response procedures.

3. Product Safety

The supplier shall comply with product safety regulations, label products properly and communicate comprehensively product-handling requirements. In this course, the applicable documentation containing all necessary safety and ecologically relevant information for all hazardous substances shall be provided proactively to relevant parties in case of a legitimate need.

4. Environment¹³

4.1 Saving of Resources

The supplier shall practice a systematic development of products and services that helps reducing the use of energy, water, and further raw materials along the entire product life cycle.

4.2. Avoidance of Critical Ingredients

To protect life on land and under water (biodiversity) the supplier shall opt for eco-friendly raw material.

4.3. Reduction of Waste

The supplier shall reduce waste, in particular, promote circular economy by producing recyclable products and packaging and facilitating the return of valuable materials for recycling.

¹⁰ ILO Convention 29: <http://www.ilo.org>; [Modern Slavery Act 2015](#)

¹¹ ILO Convention 138: <http://www.ilo.org>

¹² ILO Convention 155, 161, 187: <http://www.ilo.org>

¹³ See the Ten Principles of the UN Global Compact: [Principles 7 – 9](#); Rio-Declaration: <http://www.unep.org>

4.4 Reduction of Greenhouse Gas Emissions

The supplier shall effectively reduce the carbon emissions related to its business activities. In this course, maximum bundled orders shall be promoted and facilitated to minimise the carbon footprint for transport.

4.5. Corporate Environmental Management System

(1) The supplier shall observe legal requirements and international standards related to environmental protection.

(2) The supplier shall establish or apply an environmental management system.

5. Supply Chain

5.1 Sub-Contractors

The supplier shall replicate above formulated requirements and standards further down the supply chain by binding and evaluating its contractors in a consistent way.

5.2 Supply Chain Regulation

The supplier shall comply with all applicable laws and regulations regarding the management of its supply chains, for example any social or environmental due diligence obligations or special specifications, such as the EU conflict mineral regulation.¹⁴

5.3 Local Communities

The supplier shall respect the economic, social and environmental concerns of the local residents in the area of its operations.

6. Transparency and Disclosure

6.1 Sustainability Reporting

The supplier shall disclose sustainability data and report on its business operations truthfully and in accordance with the relevant reporting standards.

6.2 Product Data Provision

The supplier shall provide the relevant product data along the product life cycle to enable an appropriate customer consultation.

Suppliers shall notify INPACS of legal actions, administrative investigations or prosecutions that may affect their performance regarding business with INPACS or that could potentially adversely affect INPACS' reputation.

¹⁴ [Regulation\(EU\) 2017/821](#)

Supplier's Declaration (re. Code of Conduct for Suppliers to INPACS)

We hereby confirm:

1. We received the "Code of Conduct for Suppliers to INPACS" (hereafter „Code of Conduct“) and commit to comply with the principles and requirements of the Code of Conduct, where applicable beyond our obligations from commercial supplier contracts with INPACS.
2. We acknowledge that the provisions expressed in this Supplier Code of Conduct comprise an important component of supplier selection and evaluation.
3. We will extend the contents of this "Code of Conduct" to our suppliers and make sure they comply with these principles and requirements.
4. We agree that INPACS or an INPACS commissioned independent third party has the right to conduct audits with prior appointments in order to inspect compliance with the "Code of Conduct" in our own or commissioned third party manufacturing facilities, depots and warehouses.
5. In case of any breach on our part of the principles and requirements contained in the "Code of Conduct" we will inform INPACS without delay. In the case of any publicly voiced complaints, e.g. in the media, about an alleged breach of the principles and requirements contained in the Code of Conduct, or about any other incidence that could potentially lead to damage of INPACS's reputation, we will provide INPACS upon request with an immediate written company statement in response to any such allegations.
6. We accept that INPACS has the right to cancel in writing existing supplier contracts and/or purchase orders based on these, without notice or compensation if we:
 - a) are in breach of the principles and requirements of the Code of Conduct or
 - b) are not sufficiently fulfilling our obligation to co-operate.
7. Where a quick remedy is possible on our part, INPACS can only exercise the right to cancel as set forth in this declaration after a reasonable deadline set by INPACS has lapsed without a satisfactory outcome.
8. We agree that this declaration is subject to the same tangible law, legal process and place of jurisdiction that have been agreed for supplier contracts and/or purchase orders with INPACS. Where no such agreements exist (excluding standards referring to other regulation) this declaration is subject to the tangible law, legal process and place of jurisdiction of the registered office of INPACS.
9. We agree that INPACS may review and adapt the Code above according to amendments in the corresponding legislation, the UN Sustainable Development Goals or the Principles of the UN Global Compact. In this case, INPACS will inform us accordingly.

Place, Date

Name & Signature Company stamp

