

CODE OF CONDUCT FOR SUPPLIERS

INTRODUCTION

Glazpart's business concept is to offer products and quality at the best price. Quality also means that our products must be manufactured in a way that is environmentally and socially sustainable. We have a responsibility towards everyone who contributes to our success. We are therefore committed to working closely with our suppliers and business partners to achieve a long-term, sustainable social and environmental standard in the factories that manufacture Glazpart's products and in the operations of other business partners.

Glazpart is committed to responsible business and wants the responsibility to permeate the entire value chain in the business. This also includes suppliers and contractors and their subcontractors as well as other business partners. We therefore ask all suppliers and contractors to Glazpart Holdings Ltd and all companies included in the Group (henceforth referred to as Glazpart or the Company) to support this Code of Conduct. It is the responsibility of Glazpart's suppliers and other business partners to inform their employees and subcontractors about Glazpart's Code of Conduct, and to ensure that these are implemented in every factory and workplace that produces, finishes, packs or otherwise handles goods or performs services for Glazpart.

Glazpart will lead by example and comply with the requirements in this Code of Conduct in all our operations.

All observations, discussions and written information received from the supplier are to be treated confidentially by Glazpart and any third-party organisations appointed by Glazpart.

We base our requirements mainly on internationally agreed standards such as the Universal Declaration of Human Rights, the principles in The UN Global Compact, The UN Convention on the Rights of the Child and applicable ILO Conventions, as well as national legislation.

This Code of Conduct is drafted and valid in the English language. Where there are different language versions of this document these shall be considered translations of convenience only and the English version will prevail in any case of discrepancy.

1. LEGAL REQUIREMENTS

Glazpart's general rule is that all our suppliers and other business partners must, in all their activities, follow the national laws in the countries in which they operate. Should any requirement in this Code conflict with the national law in any country or territory, the law must always be followed. In such cases the supplier must notify Glazpart immediately, before signing this Code. However, Glazpart's requirements may go beyond the requirements set out in national law.

2. ETHICS

Glazpart value the fact that all the operations of the Company are characterised by honesty, integrity and fair play. Thus, it is vital to ensure that dishonesty, disloyalty or corruption does not harm Glazpart's good reputation.

Glazpart has a zero-tolerance policy on bribery and corruption. This applies to all the Company's business dealings and transactions in all the countries in which the Company or its subsidiaries and business partners operate.

What is considered as a bribe is regulated in each countries legislation.



2.1 Advantages

Glazpart's employees are not allowed to request, accept, arrange, offer or give any kind of advantages. The term "advantage" could include, but is not limited to: gift, loan, money (regardless currency), fee, reward, journeys, service, bonus, vouchers of any kind, order samples for personal use, employment contract, discount on private purchases and other favours such as sponsoring and event tickets with a value that exceeds locally established limits, or that is not customary and otherwise accepted.

Glazpart does not allow the offer or receipt of hospitality whenever such arrangements could affect the outcome of business transactions, i.e. the purpose is to obtain or retaining business with Glazpart.

2.2 Confidential information

Employees and/or business partners of Glazpart must never disclose confidential company information to any person outside or within the Company, except with a prior permission from the Company.

Confidential information includes but is not limited to; Glazpart's financial and commercial relationships, buying, offers, strategies, supplier information, information on suppliers' capacity, IT solutions, campaigns, new sales markets, analyses, sensitive personnel data, information concerning Glazpart and/or the business carried on within Glazpart and which is not generally known outside the Company; in other words, has not been published or otherwise communicated by or through Glazpart.

3. CHILD LABOUR IS NOT ACCEPTED

(Refer to ILO Conventions 138 and 182 and to the UN Convention on the Rights of the Child)

3.1 Child Labour

Glazpart does not accept child labour. No person shall be employed at an age younger than 15 (or 14 where the national law so allows) or younger than the legal age for employment if this age is higher than 15. The company must take the necessary preventive measures to ensure that it does not employ anyone below the legal age of employment.

3.2 Young Workers

All legal limitations on the employment of persons below the age of 18 years must be followed. We acknowledge that according to the UN Convention on the Rights of the Child, a person is a child until the age of 18. We recognise the rights of every child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. The minimum age for admission to hazardous work is 18 years.

4. HEALTH AND SAFETY

4.1 Building Safety

We require our suppliers and other business partners to make employees' safety a priority at all times. No hazardous equipment or unsafe buildings are accepted, local legislation applies.

4.2 Fire Safety

Emergency exits on all floors must be clearly marked, well-lit and unblocked all the way out of the building. Evacuation through emergency exits must always be possible during working hours. Everyone working on the premises, including managers and guards, must be regularly trained in how to act in case of fire or other emergency. Regular evacuation drills for all employees are required; evacuation plans and firefighting equipment must be in place.



4.3 Accidents and First Aid

The employer must work proactively to avoid accidents causing harm to any employee in the workplace. Relevant first aid equipment must be available and other legally required medical supply or help.

4.4 Working Environment

The premises must be regularly maintained and cleaned and must provide a healthy working environment.

5. WORKERS' RIGHTS

5.1 Basic Rights

5.1.1 We do not accept any forms of forced or bonded labour and we do not accept the use of unregulated prison labour or illegal labour in the production of goods or services for Glazpart. (Refer to ILO Conventions 29 and 105)

5.1.2 Migrant workers shall have the same entitlements as local employees. Any commissions and other fees in connection with employment of migrant workers must be covered by the employer. Workers employed through an agent or contractor are the responsibility of Glazpart's supplier and other business partners, and are thus covered by this Code.

5.1.3 Every employee shall be treated with respect and dignity. Under no circumstances does Glazpart accept if Glazpart's suppliers, their subcontractors or other business partners use humiliating or corporal punishment, and no employee shall be subject to physical, sexual, psychological or verbal harassment or abuse.

5.1.4 All employees have the right to form or join associations of their own choosing, and to bargain collectively. Glazpart does not accept disciplinary or discriminatory actions from the employer against employees who choose to peacefully and lawfully organise or join an association. (Refer to ILO Conventions 87, 98 and 135)

5.1.5 No employee shall be discriminated against in employment or occupation on the grounds of sex, race, colour, age, pregnancy, sexual orientation, religion, political opinion, nationality, ethnic origin, disease or disability. (Refer to ILO Conventions 100 and 111)

5.1.6 All employees are entitled to a written employment contract, in the local language, stipulating the employment terms and conditions. The employer has a responsibility to ensure that all employees are aware of their legal rights and obligations.

5.2 Wages, Benefits, Working Hours and Leave

As background to this chapter we quote from the Universal Declaration of Human Rights Article 23:3, as guidance concerning our ambition for our suppliers and business partners:

“Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity...”

5.2.1 Wages must be paid regularly, on time, and must reflect the experience, qualifications and performance of the employee. Glazpart's minimum requirement is that employers shall pay at least the statutory minimum wage, the prevailing industry wage or the wage negotiated in a collective agreement, whichever is higher.

5.2.2 Ordinary working hours must not exceed the legal limit per week. Overtime hours must not exceed the numbers allowed by the law of the country.

5.2.3 The employees shall be granted and correctly compensated for any types of paid leave to which they are legally entitled. Examples of such leave include annual leave, maternity/parental leave and sick leave.



6. HOUSING CONDITIONS

If a company provides housing facilities for its employees, the requirements regarding fire safety and cleanliness under point 3 above should also cover the dormitory. The dormitory must be separated from the workplace and have a separate entrance. Employees should have free access to the dormitory.

7. ENVIRONMENT

The environment is of increasing concern globally and Glazpart expects its suppliers and other business partners to act responsibly in this respect. Our suppliers must comply with all applicable environmental laws and regulations in the country of operation. In particular, we are concerned about how the production of our material and other products contributes to climate change and water stress.

At the latest by the commencement of the agreement, the supplier shall provide complete environmental information, for example, by means of product information documentation or material safety datasheets for the items included in the purchase. This concerns the contents of the products, their environmental characteristics and handling instructions both for the use of the product and for any occurring residue. In addition, the supplier pledges to answer any occurring environmental questionnaires from Glazpart. On request, the supplier shall satisfy Glazpart's requirements for product information by means of life cycle analyses, environmental statements, etc.

7.1 Environmental Permits

The company must have the relevant environmental permits and licenses for its operations.

7.2 Handling of Chemicals

Chemicals used must be in compliance with applicable environmental laws and regulations in the country of operation. Chemical containers must be properly labelled and safely stored.

The supplier shall register or pre-register all the chemical substances in their products, intended for use within Glazpart, according to REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals). The supplier must at all time, also after the agreement has terminated, act according to and be compliant with EU legislation and any national legislation regarding REACH.

7.3 Water Management and Wastewater Treatment

Water is a scarce resource in many parts of the world and should be used as efficiently as possible. All outgoing wastewater from wet processes must be treated before it is discharged. The treated wastewater quality must meet the requirements in local legislation.

7.4 Waste Management

Any waste and in particular hazardous waste must be taken care of in a responsible manner and in accordance with local law.

8. SYSTEMS APPROACH

In order to maintain compliance with Glazpart's Code of Conduct for business partners, local labour laws and environmental laws, it is important that Glazpart's suppliers and other business partners have the necessary policies and management systems in place.



9. MONITORING AND ENFORCEMENT

9.1 Supply Chain

Glazpart's Code of Conduct applies only to our direct suppliers, other business partners and manufacturers of goods or services for Glazpart and their downstream subcontractors. However, we encourage our suppliers and other business partners to impose social and environmental requirements upstream in their supply chain, for example on suppliers of products and raw materials. Examples of such requirements include banning the use of forced labour and child labour, chemical restrictions and treatment of wastewater.

9.2 Transparency and Co-operation

Glazpart expects all its suppliers and other business partners to respect this Code of Conduct and to actively do their utmost to achieve our standards. We also expect our suppliers and other business partners to be transparent and not intentionally mislead any auditors in the event of audit. We believe in co-operation and we are willing to work with our suppliers and other business partners to achieve sustainable solutions and to promote suppliers and other business partners who are in compliance.

Ethical behaviour is required by Glazpart and any breaches of Glazpart's Code of Conduct for suppliers must immediately be reported to Glazpart's local management.

9.3 Monitoring

All suppliers and other business partners are obliged to keep Glazpart informed at all times of where each product is being produced, including subcontracting. Relevant documentation must be maintained for follow up purposes. We reserve the right to make unannounced visits to all units producing goods or services for Glazpart, at any time. We also reserve the right to appoint an independent third party of our choice to conduct audits in order to evaluate compliance with our Code of Conduct. In the event of audit, we require unrestricted access to all areas of the premises, to all documents and to all employees for interviews.

9.4 Corrective Action

If Glazpart performs an audit it is to identify gaps between the requirements between this Code of Conduct and the actual practices. If gaps are identified the supplier should suggest corrective actions which can be decided together with Glazpart. If supplier does not comply or presents unwillingness to take action to correct gaps it may lead to reduced business and ultimately the end of the business relationship with Glazpart.

Declaration:

I/We have read and understood the content of this document and agree, where possible, to conform to the practices as set out above.

Name(s)

Company

Position

Date

