

# Armacell Supplier Code of Conduct

## About Armacell

As the inventors of flexible foam for equipment insulation and a leading provider of engineered foams, Armacell develops innovative and safe thermal, acoustic and mechanical solutions that create sustainable value for its customers. Armacell's products significantly contribute to global energy efficiency, making a difference around the world every day.

With more than 3,000 employees and 25 production plants in 19 countries, the company operates two main businesses, Advanced Insulation and Engineered Foams. Armacell focuses on insulation materials for technical equipment, high-performance foams for high-tech and lightweight applications and next-generation aerogel blanket technology.

## United Nations Global Compact (UNGC)

Responsible and ethical behaviour is fundamental to Armacell. Our accountability and commitment to the UNGC for a better and cleaner future date back to 2006. Since all supply chain stakeholders have a major role to play, we have drawn up the Armacell Supplier Code of Conduct detailed here.

Armacell and its employees play a key role in ensuring safe and ethical business practices to protect the welfare of those with whom we conduct business and those who are affected by our businesses, wherever we operate in the world.

## Armacell Supplier Code of Conduct

1. Suppliers' plants must operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations.
2. Suppliers must only employ workers who meet the applicable minimum legal age requirement. Suppliers must also comply with all other applicable child labour laws.
3. Suppliers must not use any indentured or forced labour, slavery or servitude.
4. Suppliers' plants must set working hours, wages and over-time pay in compliance with all applicable laws. Workers must be paid at least the minimum legal wage or a wage that meets local industry standards.
5. Suppliers must employ workers based on their ability to do the job, not on the basis of their personal characteristics or beliefs (including race, colour, religion and beliefs, nationality, ethnic or social origin, age, sex, gender identity, sexual orientation, disability, marital status, pregnancy status, political views, genetic or medical information).
6. Suppliers should ensure compliance with and adherence to all applicable environmental laws in their respective countries or jurisdictions. The supplier should support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies, such as:

- Responsibility for a proper waste management program, including reduction and recycling processes
- Reduction of greenhouse gases and other environmentally hazardous emissions
- Preservation of non-renewable natural resources

7. Suppliers must work against corruption in all its forms, including extortion and bribery.

8. Suppliers must respect privacy and protect data and intellectual property from misuse in compliance with all applicable local laws. Personal information provided by or on behalf of Armacell should only be used, accessed and disclosed as permitted by the supplier agreement.

9. Suppliers must provide evidence of a well-engineered information security management system. If a significant information security breach occurs, the supplier in question must inform the Armacell Group immediately.

### Compliance Monitoring

Suppliers will allow Armacell and/or any of its representatives or agents access to its facilities and all relevant records associated with the products and services provided to Armacell. The supplier and Armacell will establish a mutually agreeable date and time for such access. However, any risk to Armacell's business may require immediate access to the products, services and associated records and the supplier must grant Armacell's access, as required.

Imports/exports: Suppliers will demonstrate and warrant their compliance with all applicable laws and regulations relating to import/export matters. Suppliers will also obtain all applicable permits and licenses required to perform their obligations under the respective Purchase Order. At Armacell's request, suppliers will provide copies of such permits and licenses.

Country of origin: Suppliers will mark each product and, if appropriate, product packaging, labels and invoices with the product's country of origin in accordance with the applicable trade and customs laws. Suppliers will also provide acceptable and auditable documentation that establishes the product's country of origin, including – without limitation – certifications of origin for products qualifying for EFTA/EU and other preferential duty provisions, if applicable.

Hazardous material: Before shipment, suppliers will agree to check whether any material is dangerous in terms of the applicable hazardous materials' transportation regulations and to comply with any similar requirements in any other jurisdictions to which material is likely to be shipped. When shipping such material, it must be defined in accordance with UN hazard classes and packed and marked accordingly. Moreover dangerous goods' declarations are to be drawn up in accordance with the applicable mode of transportation criteria.

### Prevention of Corruption and Bribery

Armacell prohibits all unlawful payment and practices and rejects corruption in all business transactions. Armacell is fully committed to complying with the applicable anti-corruption laws and regulations in the countries where it is present. Bribes, kickbacks and money laundering are strictly prohibited. A bribe or kickback is deemed to be giving or accepting money, fees, commissions, credits, gifts, favours or anything of value that is either directly or indirectly provided in return for favourable treatment. Armacell expects suppliers to adhere to these same prohibitions when conducting business.

## **Gifts and Hospitality**

Suppliers and contractors should refrain from offering gifts and hospitality to Armacell employees. Armacell will refuse all gifts and hospitality that are not of reasonable, modest and symbolic value, nor occasional, transparent and cannot be reciprocated.

## **Conflicts of Interest**

A conflict occurs when private interests interfere – or appear to interfere – with Armacell's interests. Suppliers should base their business decisions on their business needs, rather than on the personal interest of their employees, the interests of family or friends, or any other reason that creates a conflict that could impact either party's objectivity. In this regard, suppliers must be aware that any personal business relationships that suppliers or their representatives may have with an Armacell employee, supplier, customer or competitor should never influence the decisions a supplier makes on Armacell's behalf.

## **Application to Sub-Contractors**

This Code also applies to any sub-contractor that provides goods or services to the supplier. The supplier is fully responsible for ensuring compliance by any such sub-contractor as if it were the supplier itself. Armacell reserves the right to audit the supplier's sub-contractors for compliance with Armacell's Supplier Code of Conduct, and the supplier will accommodate Armacell's audit, as required.

## **Violation of the Armacell Supplier Code of Conduct**

If the supplier does not comply with this Armacell Supplier Code of Conduct, Armacell requires that the supplier implements a corrective action plan furnished to Armacell in writing that will remedy the non-compliance within a specified time period. If the supplier fails to meet this corrective action plan commitment, Armacell may terminate the business relationship, including suspending the placement of future orders and potentially terminating current production. Armacell reserves the right to hold the supplier responsible for any reasonable costs incurred in investigating non-compliance.

Please return the duly signed declaration of consent below to Armacell by this e-mail address:

[supplier.codeofconduct@armacell.com](mailto:supplier.codeofconduct@armacell.com)

Supplier's name & VAT number

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Name and title of the authorised representative:

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Country & address:

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We confirm that we have received and read the above-mentioned Armacell Code of Conduct.

We understand the significance of this Code of Conduct for Armacell and agree to comply with it, inform our own suppliers about it, and motivate them to comply with it.

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Place & date

Signature