

Code of Conduct for Suppliers of INPACS

(Status Jan12)

This Code of Conduct defines the principles and requirements that INPACS places upon its suppliers regarding obligations to humans and the environment.

We require our suppliers to adhere to the following code:

1. Compliance with the Law
 - To adhere to the laws of the applicable legal system.
2. Prohibition of Corruption and Bribery
 - Not to tolerate any kind of corruption or bribery nor to engage in it in any form including any illegal payment offers or similar allowances towards government officials to influence their decision making.
3. Respect for Basic Rights of Employees¹
 - To encourage equal job opportunities and equal treatment of our employees regardless of colour, race, nationality, social origin, potential disability, sexual orientation, political or religious belief as well as their gender or age;
 - To respect the personal dignity, privacy and human rights of each individual;
 - Not to employ somebody against his will or to force him to work;
 - Not to tolerate unacceptable treatment of employees, such as physical force, sexual or personal harassment or discrimination;
 - Not to tolerate behaviour (including gestures, language and physical contact), which is considered sexual, threatening, abusive or exploitative;
 - To provide adequate compensation and to ensure a legally fixed national minimum salary and
 - To obey the legally fixed maximum working hours for the respective country.
4. Prohibition of Child Labour²
 - Not to employ staff without proof that they are at least 15 years old. In developing countries that fall under the ILO convention 138 and that are therefore exempt, the minimum age can be reduced to 14 years.
5. Health and Safety
 - To assume responsibility for the health and safety of employees.
 - To minimise risks and to take the best possible precautions against accidents and occupational hazards.
 - To offer training and to ensure that all staff have good knowledge of occupational safety.
 - To establish or apply an occupational safety management system.
6. Environmental Protection³
 - To observe legal requirements and international standards related to environmental protection;
 - To minimise impacts on the environment and constantly improve environmental protection;
 - To establish or apply an environment management system according to ISO 14001 or equivalent.
7. Supply Chain
 - To promote the adherence of the contents of the Code of Conduct with Suppliers as well as possible
 - To adhere to the Principles of Non-Discrimination when selecting Suppliers and in dealings with these.

¹ Universal Declaration of Human Rights: <http://www.ohchr.org>

² ILO Convention 138: <http://www.ilo.org>

³ Rio-Declaration: <http://www.unep.org>

Supplier's Declaration

(re. Code of Conduct for Suppliers of INPACS)

We hereby confirm:

1. We received the "Code of Conduct for Suppliers of 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 will do our best to extend the contents of this "Code of Conduct" to our suppliers and to convince them to also comply with these principles and requirements.
3. 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.
4. 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.
5. 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:
 - are in breach of the principles and requirements of the Code of Conduct or
 - are not sufficiently fulfilling our obligation to co-operate.

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.

6. 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.

Place, Date

Name & Signature

Company stamp