



# The Frigoglass Supplier Code

## **Purpose**

Frigoglass is committed to operating with honesty and integrity throughout the world. Our employees are expected to comply with the law as well as with the Frigoglass Business Code of Conduct. We expect the same of our Suppliers and other business, commercial and financial partners.

The Frigoglass Supplier Code lays out the basic principles and the minimum standards we expect our Suppliers to meet. The principles cover the areas of ethics, labor, human rights, health & safety and the environment and form an integral part of how we conduct business.

Every new party, defined by Frigoglass as Supplier or Business Partner, is required to sign the Supplier Code. The signed document will be stored in our database for future reference. The Supplier Code is considered a key part of our regular Supplier Risk Analysis and on-site audits.

## **Application of the Code**

By signing a contract with Frigoglass, Suppliers commit themselves to complying with the principles set forth in the Frigoglass Supplier Code. Compliance shall cover all activities throughout all Supplier's premises and operations, including their own supply chain.

Compliance with the Frigoglass Supplier Code is subject to audit by Frigoglass or an independent third party. The date and scope of any such audit will be communicated to the Suppliers in advance.

In the case that Suppliers do not meet the requirements addressed in this Code, they are expected to notify Frigoglass in writing. Frigoglass reserves the right to renegotiate and/or terminate an agreement with any Supplier who does not comply with the Code.

**Note:** This Code contains general requirements applicable to all Suppliers to Frigoglass. Particular Supplier contracts may contain more specific provisions addressing some of these same issues. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any other provision of a particular contract, the other provision will control.

## **Basic operating principles**

### **1. Ethics**

#### **Antitrust**

Frigoglass expects its suppliers to conduct their business activities in accordance with internationally recognized antitrust, competition and trade practice laws.

These laws prohibit, among other things, price fixing, market and customer allocation, boycotts/refusals to deal, unlawful exclusivity agreements and monopolization. Any agreement or joint activity involving a Supplier and another party, the intent or effect of which is to reduce competition, may violate the antitrust laws.

## **Bribery**

Suppliers are prohibited from offering or promising – directly or through intermediaries – money, gifts, loans or kickbacks to Frigoglass employees, government officials or business partners in order to obtain or retain business.

## **Conflict of interest**

Frigoglass expects its Suppliers to disclose any transaction or incident that might appear as a conflict of interest. Such incidents might involve a Frigoglass employee or professional under contract with Frigoglass that may have an interest of any kind or economic ties with the Supplier's business.

## **Protection of information and intellectual property**

Sensitive business, commercial and financial information and trade secrets of Frigoglass and its business partners have to be closely monitored and safeguarded. Suppliers who have access to or directly handle such information may only use this information for legitimate business purposes and may not disclose the information to third parties, unless required by the law.

Frigoglass, its Suppliers and other business partners must take appropriate steps to protect each party's intellectual property rights such as know-how, trademarks and/or patents, and must use such information only as specified in the contractual agreement. Suppliers acknowledge that the products offered to Frigoglass do not violate 3rd party IP rights and are infringement-free, safeguarding Frigoglass against any and all damages that may arise.

## **2. Labor**

### **Child labor**

The use of child labor is strictly prohibited. The minimum age of employment shall be governed by the laws of the respective country and comply with the relevant standards of the International Labor Organization.

### **Forced labor**

Compulsory or forced labor is strictly prohibited. Forced labor refers to any form of bonded or indentured labor that includes the threat or use of physical violence and punishment or confinement. It also refers to practices of withholding employees' identification, passports, work permits or other documents. Prison labor is prohibited as well.

### **Working hours**

Working hours shall be in compliance with the applicable laws and regulations of each country. In any case, workers shall not work more than 60 hours per week and must be provided with, at least, one day off in every seven-day week.

### **Wages and benefits**

Suppliers shall compensate their employees with at least the minimum wages and benefits according to the laws and regulations of each country.

Wages should always be enough to cover employees' basic needs and should be paid regularly at specified times and intervals.

## **3. Human rights**

### **Diversity and equal opportunity**

At Frigoglass we value and promote diversity in the workplace and are committed to providing equal opportunities for all.

We expect our suppliers not to apply any form of discrimination in hiring and employment practices on the ground of race, skin color, religion, ethnicity, gender, national origin, disability, age, sexual orientation, political affiliation and genetic information.

### **Harassment and violence**

The use of actual or threatened violence against co-workers, visitors or any other individual in the course of the employees' duties is prohibited.

### **Freedom of association**

Suppliers shall respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed.

### **4. Health & safety**

Occupational health & safety is of critical importance and Suppliers should ensure working conditions that guarantee the health & safety of their employees.

### **5. Environment**

#### **Compliance with laws and regulations**

Suppliers are expected to comply with environmental laws and regulations in the countries where they operate. Suppliers are also expected to provide all necessary documentation and environmental certifications that demonstrate their compliance.

#### **Pollution, emissions and waste**

Suppliers shall apply appropriate measures in order to prevent pollution and minimize the environmental impact.

#### **Communication, Monitoring**

Frigoglass expects its Suppliers to assist Frigoglass to fulfill the aforementioned key elements by incorporating them in their own business practice and our Suppliers shall take all necessary steps to ensure that the key elements of the Supplier Code are communicated to their employees and they shall take all appropriate steps to ensure that their own Suppliers live by the key elements of the Supplier Code and Frigoglass will monitor the performance of its supplier in this respect

#### **Compliance**

Frigoglass prefers a continuous improvement approach with its suppliers to achieve compliance to the key elements of the Supplier Code. If cases of non-compliance are found, Frigoglass and its Suppliers will develop ways and means to correct the non-compliance, provided Frigoglass receives the commitment from the Supplier to correct the non-compliance within due time.

If there is no commitment or lack of corrective measures, such may result in Frigoglass ceasing to do business and as a final resort terminating the contract.

#### **Form of acknowledgement**

I acknowledge that I, on behalf of company \_\_\_\_\_, have received and read the Frigoglass Supplier Code and understand our obligations to comply with the policies, principles and standards outlined in this Code.

We understand that failure to comply with the Code may result in termination of the contract or agreement with Frigoglass.

Name of Representative \_\_\_\_\_ Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_