



**Supplier Code /  
Code for Business  
Partners Inalfa**



## FOREWORD

Inalfa Roof Systems Group B.V. and its affiliated companies (hereinafter 'Inalfa') is one of the world's biggest producers of vehicle roof systems. We create exceptional in-vehicle experiences for people all over the world.

Our goal is to become the absolute number one innovative company in our industry. In order to meet this goal and achieve sustainable growth, we need to be clear on how we conduct our business and how we expect our business partners (and the companies they work with, including sub-contractors) to conduct their business.

In these challenging and changing times, the way we conduct our business serves as a mainstay. We expect nothing less from our business partners as we expect from ourselves. By cascading due diligence obligations into our business partner network, we ensure that our business partners share the same values as we do.

This Supplier Code / Code for Business Partners Inalfa (hereinafter 'Supplier Code') serves as an important guide for you as an Inalfa's business partner: it sets out Inalfa's expectations and requirements towards the business conduct of your company. You are expected to familiarize yourself with this Supplier Code and to downstream the business principles laid down in this Supplier Code into the companies you work with and your supplier network.

We count on your cooperation and adherence to the principles laid down in this Supplier Code.

On behalf of the Board of Management of Inalfa Roof Systems Group B.V.

***Georges Andary***  
***President & Chief Executive Officer***

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## **1. INALFA'S SUPPLIER CODE / CODE FOR BUSINESS PARTNERS**

This Supplier Code forms an integral part of the agreement between Inalfa and its business partners. It applies to all of Inalfa's business partners, including suppliers of goods, materials, services and other business partners, including their parents, subsidiaries and affiliated entities. This Supplier Code furthermore applies to all employees and interns of and (temporary) workers for Inalfa's business partners, regardless of function, position or duration of contract or employment (hereinafter together referred to as 'employees').

At Inalfa, we act with integrity and with respect for the law and require nothing less from our business partners. We consider the principles laid down in this Supplier Code as a minimum requirement: where applicable law and regulations go beyond the content of this Supplier Code, we expect our business partners to adhere thereto. In case Inalfa's contract with you contains more stringent requirements than this Supplier Code, you shall adhere to those requirements.

We require our business partners to:

- Comply with applicable laws and regulations;
- Comply with this Supplier Code;
- Comply with applicable Inalfa policies;
- Comply with the contract(s) that govern(s) the business relationship with Inalfa, including applicable guidelines and requirements from Inalfa's customers. The applicable guidelines and requirements from Inalfa's customer(s) are regarded to be integrated in this Supplier Code. They are available to Inalfa's business partners via Inalfa's SupplyWeb and other means (deviating per Inalfa customer). The applicable guidelines and requirements from Inalfa's customer(s) can be amended by the respective customer(s) from time to time.

We furthermore require our business partners to demonstrate their compliance with this Supplier Code upon Inalfa's request and to report any non-compliance with this Supplier Code transparently and in the manner described herein. Inalfa's business partners' company policies shall reflect the requirements mentioned in this Supplier Code. Inalfa's business partners shall implement an appropriate management system to monitor and document their compliance with this Supplier Code. Non-compliance with this Supplier Code may have serious consequences for your business relationship with Inalfa and may result in a termination of contract if decided by Inalfa.

We take supply chain due diligence very seriously and expect our business partners to do the same. We require all of our business partners to identify their sub-contractors in the business relationship with Inalfa. We furthermore require our business partners to only engage sub-contractors in the business relationship with Inalfa who agree to comply with this Supplier Code. Inalfa's business partners are obliged to enforce this Supplier Code towards their sub-contractors and to monitor their sub-contractors' compliance with this Supplier Code. Inalfa's business partners shall share supply chain information upon Inalfa's request.

Inalfa's business partners shall establish a competent body for compliance. They shall implement disciplinary policies and procedures in support of all of the requirements mentioned in this Supplier Code and these shall be communicated to their employees.

## **2. PROTECTION OF HUMAN RIGHTS AND WORKING CONDITIONS**

Inalfa's business partners comply with applicable human rights and working conditions laws and adhere to the below mentioned requirements. Disciplinary policies and procedures in support of the below mentioned requirements shall be implemented by Inalfa's business partners and communicated to their employees.

## **2.1 HUMAN RIGHTS**

Inalfa's business partners respect and protect the human rights of employees in accordance with the applicable laws. They value their employees and treat them equally, fairly and with respect.

## **2.2 NON-DISCRIMINATION, EQUAL OPPORTUNITY, DIVERSITY AND INCLUSION**

Inalfa's business partners respect the right to non-discrimination and equal opportunity for employment. They recruit employees in a fair and transparent manner whilst respecting human rights. They base their recruitment and promotion decisions solely on competence, performance, merit and potential. They promote equal opportunities for all their employees and do not tolerate discrimination in whatsoever form, in particular based on race, origin, ethnicity, nationality, religion and belief, political affiliation, union membership, age, gender, sexual orientation/identity, disability, health (including pregnancy) and marital status. Inalfa's business partners encourage diversity amongst their employees and promote an inclusive culture.

## **2.3 CHILD LABOR AVOIDANCE**

Inalfa's business partners reject any form of child labor. They do not allow children to work within their facilities and in the facilities of their sub-contractors. They abide by the legal age minimum for employment. Employees under the age of 18 shall not perform work that is likely to jeopardize their health or safety.

## **2.4 NO HARASSMENT**

Inalfa's business partners respect their employees and shall provide a working environment free of harassment. Harassing, discriminative, offensive, intimidating and (mentally or physically) abusing behavior will not be tolerated.

## **2.5 FORCED LABOR**

Inalfa's business partners reject any form of forced or compulsory labor (including e.g. slavery and human trafficking) and do not accept forced labor

within their facilities and the facilities of their sub-contractors. Employees perform their work voluntarily and shall be free to terminate their employment. Inalfa's business partners respect the right of their employees to freedom of movement.

## **2.6 WORKING HOURS, OVERTIME AND REMUNERATION**

Inalfa's business partners comply with applicable laws regarding working hours, overtime, remuneration and legally mandated benefits and consider them a minimum requirement. Deductions from wages shall only be performed in accordance with applicable laws. Pay slips or similar documentation shall be provided to employees in a timely manner and in accordance with applicable laws. Inalfa's business partners are committed to the principle of equal pay for equal work between men and women.

## **2.7 WHISTLEBLOWER PROTECTION**

Inalfa's business partners shall implement a whistleblower process that complies with applicable laws and is accessible to its employees and third parties. Inalfa's business partners shall ensure that whistleblowers can raise their concerns anonymously and without fear of retaliation.

## **2.8 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING**

Inalfa's business partners respect the freedom of employees to establish or associate with any organization of their own choosing (including trade unions) and to participate in collective bargaining. Their employees shall be able to establish or associate with such an organization without any fear of reprisal, intimidation or harassment.

## **3. ENVIRONMENT, HEALTH & SAFETY AND PRODUCT SAFETY**

### **3.1 ENVIRONMENT**

We see it as our responsibility to protect the environment to our best efforts. We continually search for new materials and product concepts that support environmental protection and sustainability

and we require our business partners to do the same. Inalfa's business partners recognize that environmental responsibility is integral to producing world class products. They comply with applicable environmental laws and standards and adhere to the below mentioned requirements.

### **3.1.1 Environmental responsibility**

Inalfa's business partners are committed to continual environmental improvement in their (manufacturing) activities. They shall comply with all environmental standards and laws that apply to their business locations. Inalfa's business partners shall implement and maintain an environmental management system certified according to ISO 14001 through an accredited third-party registrar. Upon Inalfa's request, its business partners shall provide proof of such a management system in the form of an ISO 14001-certificate. Inalfa's business partners shall furthermore apply a logistics management that takes environmental impact into account.

### **3.1.2 Efficient usage of resources and circular economy**

Inalfa's business partners use their resources (such as energy, water and raw materials) efficiently and do their utmost to minimize the consumption thereof within their facilities. They contribute to the circular economy e.g. by using recyclable materials. Inalfa's business partners are committed to adopting a research and innovation policy with regard to the promotion of technical innovation with the goal of lowering the environmental impact of their manufacturing operations.

### **3.1.3 Emissions and waste management**

Inalfa's business partners proactively reduce air emissions that pose a risk to environment and health, such as greenhouse gas emissions. Inalfa's business partners characterize, monitor and control emissions of air pollutants (e.g., particulates, ozone, aerosols, corrosives) prior to their discharge and refrain from harmful noise emissions.

Inalfa's business partners shall reduce waste of all types (including water usage and energy consumption). Where possible, it should be eliminated at source (e.g. by modifying production, materials substitution, recycling and renewable energy). In case of residual waste, Inalfa's business partners shall take care of waste disposal in an environmentally friendly manner and in accordance with applicable laws. They shall furthermore use continuous efforts to minimize environmental pollution. Upon Inalfa's request, Inalfa's business partners shall disclose information on product level on their scope 1, 2 and 3 emissions and water, waste and electricity usage.

### **3.1.4 Decarbonization**

Inalfa's business partners shall proactively reduce their CO<sub>2</sub>-emissions. They shall set decarbonization targets not less stringent than the decarbonization targets imposed by Inalfa and shall cascade these targets into their supply chain. Upon Inalfa's request, Inalfa's business partners shall disclose information on their CO<sub>2</sub>-emissions and -targets and the CO<sub>2</sub>-targets they have set for their supply chain.

### **3.1.5 Hazardous materials and product content restrictions**

Inalfa's business partners shall comply with all laws regarding hazardous materials, chemicals and substances that apply to their business locations. They shall identify and manage hazardous materials, chemicals and substances, and guarantee their safe handling, movement, storage, use, recycling or reuse and disposal in accordance with applicable laws.

Inalfa's business partners shall comply with applicable laws, regulations and Inalfa's customers' requirements regarding the restriction of specific substances in the products manufactured by them (including labeling for recycling and disposal).

### **3.1.6 Biodiversity, land conversion, deforestation and soil quality**

Inalfa's business partners shall protect natural ecosystems. They shall refrain from deforestation, land conversion and other types of damages to natural ecosystems and shall forbid these throughout their supply chain. Inalfa's business partner shall furthermore refrain from harmful soil changes. Inalfa's business partners shall put in place appropriate action plans and measures to address issues regarding biodiversity, land conversion and deforestation and to ensure a net-positive impact.

## **3.2 HEALTH AND SAFETY**

Inalfa's business partners provide employees with a safe and healthy working environment and strive for an accident-free workplace. They consider the applicable law(s) as a minimum standard and implement occupational health and safety policies and procedures that meet or exceed the requirements of applicable law(s). They shall implement and maintain an occupational safety management system certified according to ISO 45001. Upon Inalfa's request, its business partners shall provide proof of such a management system in the form of an ISO 45001-certificate. They continuously strive to improve the working conditions of their employees. Potential occupational injury/illness risks shall be identified, evaluated, monitored and controlled (e.g. through proper design, engineering and administrative controls and preventive maintenance). If not possible to eliminate such risks, Inalfa's business partners shall provide their employees with suitable protective equipment and provide sufficient employee training.

### **3.2.1 Industrial hygiene**

Inalfa's business partners shall identify, evaluate and control their employees' exposure to chemical, biological and physical agents. To control overexposures, Inalfa's business partners shall use proper design, engineering controls and administrative controls. If health risks cannot be controlled by the aforementioned means,

appropriate personal protective equipment shall be provided.

### **3.2.2 Demanding work**

Inalfa's business partners identify, evaluate and control their employees' exposure to the risks of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks. The same goes for mentally demanding work, such as work requiring analysis of much information/data, work connected with liability or other factors that may cause high stress.

### **3.2.3 Machine safety**

Inalfa's business partners shall continuously identify, evaluate and control health and safety risks that may arise from their production machinery and other machinery. Where such machinery related health and safety risks cannot be eliminated, Inalfa's business partners shall provide properly maintained physical guards, interlocks and barriers.

### **3.2.4 Emergency preparedness**

Inalfa's business partners shall identify and assess potential emergency situations. They comply with applicable emergency preparedness regulations and fire protection regulations. Inalfa's business partners shall minimize the impact of potential emergency situations by having adequate emergency preparedness procedures in place (including emergency plans, fire safety procedures and emergency response procedures). Such adequate emergency preparedness procedures shall include emergency reporting, employee notification and evacuation procedures and employee training and drills. Inalfa's business partners shall furthermore have appropriate fire detection and suppression equipment and adequate exit facilities and recovery plans in place. Where applicable, their fire safety procedures shall be reviewed and approved by local authorities.

### **3.2.5 Sanitation, food and housing**

Inalfa's business partners provide their employees with ready access to free hygienic toilet facilities, potable water and sanitary food preparation, storage and eating facilities. When Inalfa's business partners provide accommodation to employees, such accommodation shall be clean, safe and provided with appropriate emergency exits. It will be equipped with hot water for bathing and showering, adequate heat and ventilation, reasonable personal space and reasonable entry and exit privileges.

### **3.2.6 Rights of local communities and vulnerable groups**

Inalfa's business partners respect the rights of local communities and vulnerable groups (such as children, women, migrants, indigenous people and people with disabilities) in connection with their business activities and operations. They shall protect local communities and vulnerable groups from environmental and health hazards and refrain from unlawful eviction from land, forests and waters. Applicable rights to land, forests, water and (natural) resources shall be respected by Inalfa's business partners.

### **3.2.7 Animal welfare**

Insofar Inalfa's business partners process animal products, they comply with applicable laws regarding the protection of animal welfare.

## **3.3 PRODUCT SAFETY**

Inalfa's business partners shall comply with applicable laws and regulations, deliver state-of-the-art products and comply with Inalfa contractual documentation and instructions, in order to ensure product safety.

## **4. DOING BUSINESS FAIRLY AND RESPONSIBLE**

At Inalfa, we conduct all of our business in an honest and ethical manner. We expect the same high standards of integrity to be upheld by our business partners. We pursue mutually beneficial relationships with all of our business partners and

seek to award business to business partners who are committed to act fairly and with integrity and who observe the applicable laws and regulations. Inalfa takes a zero-tolerance approach towards unfair competition, bribery and corruption, fraud and money laundering and expects nothing less from its business partners and their sub-contractors.

### **4.1 FAIR COMPETITION**

Inalfa's business partners are committed to the principle of vigorous but fair competition and comply with all applicable laws regarding competition and anti-trust. Prices are set independently. Inalfa's business partners avoid making anti-competitive agreements with competitors e.g. on prices and terms and conditions, discussing or disclosing competitive sensitive information with competitors, doing bid rigging, together with a competitor boycott or refusing to do business with third parties, making reciprocity arrangements with competitors and engaging in monopolistic behavior.

### **4.2 ANTI-BRIBERY AND CORRUPTION**

Inalfa's business partners shall comply with applicable anti-bribery and corruption laws and reject all forms of bribery and corruption (including but not limited to facilitating payments). They ensure that employees do not grant, offer or accept bribes or other forms of improper payments to or from government officials, customers and other business partners.

### **4.3 CONFLICT OF INTEREST**

Inalfa's business partners shall avoid situations in which a conflict, or the appearance of a conflict, could interfere with their ability to make decisions objectively. They ensure that their employees avoid conflicts between the interests of their business and their personal interests or those of their relatives.

### **4.4 PREVENTION OF FRAUD**

Inalfa's business partners shall take a zero-tolerance approach towards fraud and comply with the applicable laws in that regard.



#### **4.5 PREVENTION OF MONEY LAUNDERING**

Inalfa's business partners take a zero-tolerance approach towards money laundering and comply with the applicable laws in that regard. They only conduct business with reputable customers, suppliers and other business partners that are involved in legitimate business activities and whose funds are derived from legitimate sources.

#### **4.6 BUSINESS INTELLIGENCE**

Inalfa's business partners shall adhere to applicable competition, anti-trust and trade secret laws and do not engage in fraud, misrepresentation or deception when obtaining business intelligence.

#### **4.7 EXPORT CONTROLS AND ECONOMIC SANCTIONS**

Inalfa's business partners shall comply with all applicable laws relating to the export of goods, services and information and comply with applicable economic sanctions, embargoes and trade restrictions. Inalfa's business partners ensure they remain up to date with the changes in export restriction lists and sanctions lists. Inalfa's business partners shall not, directly or indirectly, engage in business with restricted parties (such as restricted smelters or refiners) nor shall they supply to Inalfa goods, services and information transited/trans-shipped through a sanctioned country. Inalfa's business partners shall proactively inform Inalfa export controls and economic sanctions applicable to their business relationship with Inalfa.

#### **4.8 RESPONSIBLE SOURCING AND CONFLICT MINERALS**

Inalfa's business partners are committed to responsible sourcing and a supply chain free of conflict minerals. Inalfa's business partners adopt management systems and practices and perform supply chain due diligence, ensuring they are all aligned with the OECD Due Diligence Guidelines. They comply with the due diligence obligations as described in the "OECD

Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas". They implement policies on conflict minerals and provide a 'Conflict Free Guarantee', stating that their products do not contain conflict minerals that have been sourced from mines that support or fund conflict. Upon Inalfa's request, Inalfa's business partners shall provide detailed information on product level about, amongst others, the materials used in the manufacturing of the goods supplied to Inalfa and the smelters and refiners of minerals in their supply chain. Inalfa's business partners shall undertake remedial measures as deemed adequate by Inalfa to move away from non-compliant sourcing.

#### **4.9 USAGE OF PRIVATE OR PUBLIC SECURITY FORCES**

Inalfa's business partners ensure that the hiring of private or public security forces for the protection of their company's business does not lead to violations of human rights.

#### **4.10 ACCURATE BUSINESS AND FINANCIAL RECORDS**

Inalfa's business partners perform their business dealings transparently and make sure these are accurately reflected in their business books and records.

#### **4.11 INTELLECTUAL PROPERTY RIGHTS**

Inalfa's business partners respect intellectual property rights and protect information that is related to intellectual property rights. They transfer technology and know-how in a manner protecting intellectual property rights. Inalfa's business partners shall effectively fight counterfeit throughout their supply chain.

#### **4.12 DATA PROTECTION**

Inalfa's business partners comply with applicable data protection laws and regulations. Inalfa's business partners ensure a proper and lawful handling of confidential information. They collect, process and delete sensitive data (e.g. trade

secrets, personal data) in a proper and lawful manner.

Inalfa's business partners with access to personal information of Inalfa employees, customers or other business partners shall:

- Comply with applicable data privacy laws and regulations; and
- Implement appropriate technical and organizational measures to protect the personal information against threats to confidentiality, integrity and availability; and
- Process personal information only for the purpose it was collected or provided.

#### **4.13 ADHERENCE TO APPLICABLE LAWS, REGULATIONS AND RESTRICTIONS**

Inalfa's business partners shall comply with all applicable laws, regulations and restrictions in all the countries in which they operate. Inalfa's business partners shall proactively inform Inalfa about legal restrictions applicable to their business relationship with Inalfa.

#### **5. MANAGEMENT SYSTEM**

Inalfa's business partners shall implement and maintain an adequate management system reflecting the content of this Supplier Code. This management system shall be designed to ensure:

- Compliance with applicable laws, regulations and customer requirements related to Inalfa's business partners' operations and products; and
- Compliance with this Supplier Code; and
- Identification and mitigation of operational risks related to this Supplier Code.

It should facilitate continual improvement and should contain a policy commitment from Inalfa's business partner's management. It should furthermore provide for risk assessment and corporate due diligence. Inalfa's business partners shall continuously review, monitor and improve such a management system. As a minimum,

Inalfa's business partners shall implement and maintain a management system certified according to ISO 9001 through an accredited third-party registrar. Upon Inalfa's request, its business partners shall provide proof of such a management system in the form of an ISO 9001-certificate. In addition, Inalfa's business partners shall implement and maintain an environmental management system certified according to ISO 14001 and an occupational health management system certified according to ISO 45001, both through an accredited third-party registrar. Upon Inalfa's request, its business partners shall provide proof of such management systems in the form of corresponding certificates.

#### **6. INALFA'S AUDIT AND INFORMATION RIGHTS**

Upon Inalfa's request, Inalfa's business partners and their sub-contractors shall provide Inalfa with truthful answers to questions on their compliance with applicable laws, regulations and restrictions, this Supplier Code and all other applicable Inalfa policies. To monitor Inalfa's business partner's compliance with this Supplier Code, Inalfa may use self-assessment questionnaires, third-party audits and (unannounced) on-site inspections. Inalfa's business partners shall cooperate in case of a self-assessment questionnaire, third-party audit or on-site inspection.

Upon Inalfa's request, Inalfa's business partners shall disclose transparently and without falsification or misrepresentation information and documentation on its business activities, structure, financial situation and performance, certifications, permits and supply chain information. This in order for Inalfa to fulfill its legal and contractual obligations.

Inalfa's business partners may be required to disclose their supply chain (e.g. with regard to the origin of materials). In that regard, Inalfa may request for specific information related to supplier and its sub-contractor(s) and their processes and products. This in order for Inalfa or Inalfa's customers to fulfill legal requirements (e.g. supply

chain due diligence reporting). In that regard, Inalfa's business partners shall impose this information obligation on their sub-contractors (who will cascade this obligation into their supply chain).

Inalfa's business partners shall at all times meet requests from Inalfa within the timeframe indicated by Inalfa.

## **7. VIOLATION OF THIS SUPPLIER CODE & SPEAK UP!**

In case an Inalfa's business partner becomes aware of a (potential) violation of this Supplier Code (either by itself or its sub-supplier) it shall take immediate remedial action and inform Inalfa without undue delay via Inalfa's Speak-Up Policy. Inalfa's Speak-Up Policy is attached as Annex 1 to this Supplier Code.

Inalfa takes its business partners' (and their sub-contractors') compliance with this Supplier Code very seriously. Not addressing a violation of this Supplier Code, not (timely) implementing remedial actions or a lack of cooperation with Inalfa may lead to Inalfa putting further business with your company on hold or even terminating its business relationship with your company.

## **8. EFFECTIVE DATE AND AMENDMENTS**

This Supplier Code is effective as from July 2024 and supersedes any previous Supplier Code as per that date.

Amendments will be made from time to time as communicated.

## Headquarters The Netherlands

Inalfa Roof Systems Group B.V.

De Amfoor 2 / 5807 GW Oostrum - Venray P.O. Box 505

5800 AM Venray

Phone +31 (0)478-555100

