Supplier Code of Conduct

Watermann Polyworks GmbH

1. Purpose and Scope

Watermann Polyworks GmbH (hereinafter “Watermann Polyworks”) manufactures sealing tapes, sealing membranes and system components for the international building materials industry. It is committed to ethical, lawful and socially responsible corporate conduct and expects the same conduct from all companies with which it does business.

This Code of Conduct sets out the minimum requirements that Watermann Polyworks places on its suppliers. They concern compliance with laws and regulations, corruption and bribery, social and working conditions, the prohibition of child and forced labour, occupational safety, environmental protection and environmental claims.

The Code applies to all suppliers and service providers with which a direct business relationship exists (hereinafter “Suppliers”). Suppliers shall ensure that these requirements are also observed by their own suppliers and subcontractors. The aim is a relationship of trust that also provides our customers with a high level of assurance.

This Code describes requirements for Suppliers. It makes no statement about the environmental characteristics of individual Watermann Polyworks products. Environmental claims about products are made exclusively on the basis of verified evidence (see Section 6). References to persons in this Code apply to all genders.

2. Compliance with Laws and Regulations

Suppliers shall comply with all national and international laws and regulations applicable to their activities. They shall respect and protect internationally recognised human rights, in particular in accordance with the United Nations Universal Declaration of Human Rights and the Core Labour Standards of the International Labour Organization (ILO), and shall diligently implement these principles within their company.

3. Business Practices

Suppliers shall conduct their business in accordance with the highest ethical standards. All laws and regulations on corruption, bribery, fraud and other prohibited business practices shall be complied with. Benefits shall neither be offered, granted nor accepted in order to improperly influence business decisions.

4. Social and Working Conditions

Suppliers shall respect the fundamental rights of their employees and treat every individual with dignity and respect. The following aspects are particularly important to us:

4.1 Voluntary Employment

All employment is voluntary and may be terminated by employees at any time subject to the applicable notice provisions. Forced labour, debt bondage, compulsory labour and comparable practices are strictly prohibited. Suppliers shall not supply any goods that have been produced or extracted, in whole or in part, using forced labour (cf. Regulation (EU) 2024/3015).

4.2 No Child Labour

Child labour in any form is strictly prohibited under applicable national and international law and under the Universal Declaration of Human Rights. If child labour is identified, Watermann Polyworks shall be entitled to terminate the affected contracts with immediate effect.

4.3 Remuneration

All employees shall be paid fairly and in accordance with applicable law. At a minimum, the statutory minimum wage shall be paid; in addition, remuneration must enable employees to meet their own living costs and those of their families. Deductions from wages as a disciplinary measure are prohibited.

4.4 Working Hours

Regular weekly working hours should not exceed 48 hours. Overtime is voluntary, and employees shall have at least one day off per week. All applicable laws and regulations on working hours shall be complied with.

4.5 Non-Discrimination

Suppliers shall comply with applicable anti-discrimination laws and regulations. In recruitment and employment, no distinction may be made on the basis of skin colour, ethnic origin, religion, age, nationality, gender, sexual orientation, physical or mental abilities, state of health, political opinion or other characteristics.

4.6 Freedom of Association

All employees have the right to join a trade union or to establish a works council or a comparable form of employee representation.

4.7 Health and Safety

Suppliers shall guarantee their employees a safe workplace and provide them with suitable protective clothing. To this end, they shall comply with all applicable occupational health and safety laws and regulations.

4.8 Working Conditions

Suppliers shall guarantee their employees access to drinking water and sanitary facilities. They shall provide first aid, fire protection and adequate lighting and ventilation.

5. Environmental Protection

Suppliers shall comply with all applicable environmental laws, regulations and official requirements. In addition, the following requirements apply:

- **Environmental policy and environmental management:** Suppliers shall have a documented environmental policy. A certified environmental management system (e.g. DIN EN ISO 14001 or EMAS) is expected. Where no such system is in place, Suppliers shall, upon request, complete the Watermann Polyworks supplier self-assessment fully and truthfully.
- **Emissions, wastewater and waste:** Emissions to air, water and soil are recorded and limited. Wastewater is disposed of properly. Waste is avoided; recyclable materials are sent for recovery.
- **Chemicals and substance regulations:** Chemicals are used only in the quantities required. Suppliers of raw materials, additives and masterbatches shall comply with the REACH Regulation (EC) No 1907/2006 and the CLP Regulation (EC) No 1272/2008 and shall provide safety data sheets and information on substances of very high concern upon request.
- **Plastic pellets:** Anyone who manufactures, stores, loads or transports plastic pellets shall – insofar as Regulation (EU) 2025/2365 applies – take the necessary measures to prevent pellet losses to the environment.
- **Environmental data:** Where Watermann Polyworks requires information to fulfil statutory obligations or customer requirements (e.g. recycled content, substance information, energy or greenhouse gas data), Suppliers shall provide such information upon request and state the underlying calculation method.

6. Environmental Claims and Substantiation

Information provided by Suppliers on the environmental characteristics of materials, intermediate products and packaging may be used in the product communication of Watermann Polyworks and its customers. Environmental claims are subject to strict requirements under unfair competition law, in particular Directive (EU) 2024/825 (“EmpCo”) and the German Act against Unfair Competition (UWG). Suppliers shall therefore ensure that their claims meet these requirements.

6.1 Requirements for Environmental Claims

Environmental claims relating to supplied products, materials, packaging or to the company – whether made orally, in writing, in data sheets, certificates, quotations or on websites – must meet the following requirements:

a) **Accurate and specific:** The claim is true, clearly worded and verifiable. It states what it refers to (e.g. product, packaging, site) and refers to the entire product or company only if it actually applies to it as a whole.

b) **No generic terms:** Generic terms such as “environmentally friendly”, “green”, “climate-friendly”, “eco” or “sustainable” are used only where recognised excellent environmental performance relevant to the claim has been demonstrated. Otherwise,

the specific, verifiable environmental characteristic is stated (e.g. “recycled content of … %”).

c) **No climate neutrality through offsetting:** Claims that a product is “climate-neutral”, “CO_2-neutral” or has a reduced or positive impact on the climate must not be based on the offsetting of greenhouse gas emissions. Information on emission reductions actually achieved is permitted, provided the calculation method is stated.

d) **No self-created labels:** Sustainability and environmental labels may only be used if they are based on a certification scheme with independent verification or have been established by a public authority. Self-designed labels, logos or symbols with an environmental reference are not permitted.

e) **Recycled and bio-based content:** Such information shall state the share as a percentage, the reference basis (e.g. product or packaging), the origin (e.g. post-consumer recyclate or in-house production scrap) and any certification or mass balance scheme applied.

f) **Future environmental performance:** Claims about future environmental performance (e.g. “climate-neutral by 2030”) require clear, objective and publicly available commitments set out in a detailed and realistic implementation plan, compliance with which is regularly verified by an independent expert.

g) **No presenting the obvious as special:** Legally mandated requirements or characteristics that apply to all products in the category (e.g. REACH compliance) are not presented as a distinctive feature of one’s own offer.

h) **Comparisons:** Environmental comparisons with other products or providers are permitted only if the products compared meet the same needs, the comparison method and basis are disclosed, and the information is kept up to date.

6.2 Substantiation and Notification Obligations

- Suppliers shall keep evidence for their environmental claims (e.g. certificates, test reports, calculations, batch documentation) and submit it upon request within a reasonable period set by Watermann Polyworks.
- Suppliers shall inform Watermann Polyworks without delay if a claim no longer applies (e.g. upon expiry of a certificate, a change in formulation or a different raw material source).
- The name, brand and logo of Watermann Polyworks or its customers may not be mentioned in environmental claims without prior written consent.
- Watermann Polyworks applies the same standards to its own environmental claims and uses information from Suppliers only if it is substantiated.

7. Communication and Supply Chain

Suppliers shall inform their employees and suppliers about this Code and work towards ensuring compliance with it.

8. Verification and Violations

Watermann Polyworks may verify compliance with this Code by means of self-assessments, evidence and – subject to prior agreement – audits. Suppliers shall inform Watermann Polyworks without delay if they identify violations of this Code within their company or their supply chain that may affect the business relationship.

Where violations are identified, the parties shall agree on appropriate remedial measures with a deadline for implementation. In the event of serious or repeated violations, or failure to implement agreed measures, Watermann Polyworks reserves the right to terminate the business relationship. Statutory rights remain unaffected. Reports of possible violations may be submitted confidentially to Watermann Polyworks GmbH, Internal Reporting Office, P.O. Box 5113, 32758 Detmold, Germany.

9. Confirmation of Compliance, Amendments and Language

Confirmation of compliance. Suppliers confirm compliance with this Code by signing the Declaration of Acceptance (Annex). By accepting an order, the Supplier also acknowledges the version of the Code current at the time the order is placed.

Amendments. Watermann Polyworks shall notify the Supplier of amendments to this Code in text form; they apply to orders placed after receipt of the notification. Only amendments notified by Watermann Polyworks shall apply. The current version is available at www.polyworks.eu.

Language. For Suppliers in non-German-speaking countries, the English version shall prevail.

Annex: Supplier Declaration of Acceptance

By signing this Declaration of Acceptance, we confirm to Watermann Polyworks GmbH that:

1. We have received and taken note of the Supplier Code of Conduct of Watermann Polyworks GmbH (version October 2026, Revision 02). We undertake to comply with the principles and requirements set out therein.
2. We shall inform our employees, subcontractors, suppliers and sub-suppliers about this Code and work towards ensuring that they also act in accordance with it.
3. We shall make environmental claims about the products and materials supplied to Watermann Polyworks only in accordance with Section 6 and can substantiate them upon request.
4. We will be informed of amendments to the Code in text form. We shall communicate any questions of understanding or objections in writing before accepting the next order.

Acceptance of this Code of Conduct will in future form part of every business relationship. Watermann Polyworks works only with suppliers who are willing to sign this Code.

Supplier	**Watermann Polyworks GmbH**
Name:	Name:
Position:	Position:
Company name:	Company name: Watermann Polyworks GmbH
Company address:	Company address: Am Stoppelkamp 1, 32758 Detmold, Germany
Place, date:	Place, date:
Signature:	Signature: