



## Şişecam Group Supplier Code of Conduct

### A. Introduction

Şişecam Group<sup>1</sup> Is a group of companies operating with the vision of “While striving to be among the top leading companies for glass and all fields of operations, aiming to be a global company, teaming up with business partners for innovative solutions to differentiate high-end technologies and global brands with utmost respect to people and environment” and its mission to “be a company that adds value to life through its high-quality products offering comfort and that respects people, environment and the law” dedicated to pursuing its relationship with its business partners including its Supplier on this level. The reputation of the Şişecam Group is being shaped upon the acts of third parties that its activities are carried out as a team as much as the values and actions of its employees. Therefore, we aim to select our suppliers who share our values and adopt the same level of ethical behaviors as we do, to become a part of our Group which operates as a global family in 154 countries with 22,000 employees and we wish to establish permanent and sustainable relationships with such suppliers.

The Şişecam Group Supplier Code of Conduct (“**Supplier Code of Conduct**”) is issued to lay down the expectations regarding ethical conduct from worldwide its suppliers and the sub-contractors (“**Supplier**”) in addition to the purposes of reflecting the international standards supported by the Şişecam Group.

The Supplier Code of Conduct involves general principles applicable to each Supplier, but some of the agreements concluded with the Suppliers may contain special and more detailed provisions on the same matters. No provisions of the Supplier Code of Conduct may be revoked with such special rules on the same issues, by any written agreement.

We, as the Şişecam Group, request all of our Suppliers to deliver the Supplier Code of Conduct and make it available to all related persons working in the Suppliers’ companies, ensure that its employees comply with the principles specified under the Supplier Code of Conduct and share our commitment on the ethical principles term of our business relationship.

### B. Compliance with the Law

Şişecam Group, consistent with its target of being a global company respecting the “individuals, environment, people, nature and the laws” has adopted a working style to comply with the laws of all countries where it operates and observe the values protected by such rules. The Şişecam Group is required to comply with all applicable laws, regulations, rules, and agreements in force in all locations of its activities, particularly those related to its products and services.

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<sup>1</sup> This document applies to subsidiaries, more than 50% of the capitals of which are owned either directly or indirectly by Türkiye Şişe ve Cam Fabriaları A.Ş ("Şişecam") and the Şişecam Group (“Şişecam Group” together with Şişecam). The terms “Şişecam Group” and "Group" used herein, refer to Şişecam, the Şişecam Group, or one or more than one subsidiary company depending on the nature of the respective supply relationship.



### C. Anti- Bribery

The Şişecam Group acts in compliance and integrity with the legislation and ethical values of each country where it conducts its business activities. It is strictly prohibited that the Group and its employees to be engaged in any conduct of bribery, corruption, abuse, or money laundering in any manner whatsoever and has zero-tolerance in this respect. The Suppliers are also required to act in compliance with all applicable anti-bribery laws and regulations as well as international rules and should not be involved in any conduct in relation with bribery, corruption, abuse or money laundering.

It is prohibited that the persons acting on behalf of the Group or third parties, including our Suppliers, with whom we conduct our business activities, either directly or indirectly grant or offer something of value to any holder of public office or public institution, with the intention to gain commercial benefit, influence official actions, and decisions. Any tips or additional payments made either directly or indirectly to public officials or institutions for the purposes of simplifying or speeding of any public service or business activity must be considered within the context of this prohibition.

The employees of the Group or persons acting on behalf of the Group are required to obtain the written consent of the competent bodies of the Group before offering any travel fees, gifts, donations, sponsorship, education fees or similar payments and similar offerings involving food, travel, entertainment, and other monetary advantages. If you intend to offer a public and/or private sector official within this context, you must notify the Şişecam Group before you make such and obtain the written consent of the competent bodies. As per article 252 of the Turkish Criminal Code, real persons who act on behalf of listed companies and those who provide benefits to, such persons may also be deemed to be the suspects of a bribing offense. In this regard, offering any benefits to a person representing Şişecam or any of the listed companies of the Group shall constitute an act of bribe and shall be prosecuted under the provisions of the Turkish Criminal Code.

### D. Compliance with Competition Laws

The Şişecam Group, while conducting its business activities, places significant importance to free and fair competition conditions with its competitors and the welfare of the consumers. Therefore, the Group, wherever it is in dominant position, does not abuse its dominant position, refrains from creating restrictions that prevent potential players from penetrating into the market and on the contrary, supports prices to reduce within applicable competition laws and regulations and support the offering of innovative products and services to the consumers which add value to life. To this end, concerted practices and/or agreements which may adversely affect competition between the parties of the trade ecosystem, including but not limited to the abuse of their dominant market position where they are located, to fix or set prices and allocation of markets are, strictly forbidden.



#### E. Confidential Information

For establishing a sustainable relationship, the Şişecam Group expects its suppliers to respect any information, including those related to intellectual property rights, trade secrets, sensitive and confidential information owned by the Şişecam Group and to take necessary measures to protect the security of such information. Without prejudice to cases where such information becomes publically available under the agreements signed with the Group or without any breach by the parties, Suppliers may not disclose or use such information without the previous written consent of the Group. Suppliers shall not disclose any confidential information belonging to Şişecam Group except within their own company and limit disclosure of the same within its corporations, only to those persons who are required to know the information the to perform the work. It is strictly forbidden that the Suppliers use such confidential information owned by the Group for their benefit or the benefit of any other person and entity outside of the Group.

This section does not modify any confidentiality or non-disclosure agreement in force between the Supplier and the Şişecam Group and prejudice the rights and obligations expressly set forth under such agreements.

#### F. Protection of Personal Data

Şişecam Group respects the right to privacy. The Şişecam Group, when required during the business relationship with its Suppliers, may transfer personal data related to certain natural persons, including but not limited to employees, consultants, customers, suppliers, and consumers. Therefore, the processing of personal data shared by the Şişecam Group within the course of the business relationship must be processed and maintained in compliance with the law, the necessary security precautions must be taken and must be compliant with all applicable principles and procedures set forth by data protection legislation including but not limited to the EU General Data Protection Regulation which came into force on 25 May 2018 and the Law on Protection of Personal Data numbered 6698. To ensure the protection of personal data, Suppliers must acknowledge and undertake certain contractual obligations in .relation under the agreements that will be concluded with the Group.

#### G. Transparency and Conflict of Interest

Şişecam Group acknowledges that establishing honest and transparent relationships with the Suppliers has vital importance for the sustainability of the relationships. The Şişecam Group puts massive effort to asses all of its existing and potential Suppliers in an equal and fair manner under objective rules and criteria.

The Şişecam Group employees protect the Group's best interests in their conduct. Therefore, employees of the Group must not violate the obligation to safeguard the Group's best interests and may not be involved in any relationship whether economic or otherwise with the Suppliers, which could lead to a conflict of interest. Use of any personal connection by the Supplier and/or its employees, putting pressure on the Group employees and to influence their financial decisions, is strictly prohibited. If the Supplier has any family connections (such as spouse,



mother-father, sibling, grandmother-grandfather, child, grandchild, parents-in-law) or any other relationship with the employees of the Group, which may result in conflict of interest, the Supplier shall disclose forthwith this matter to the Group or ensure that the concerned employee of the Group to disclose such matter.

#### H. International Trade Regulations

The Suppliers are required to comply with all applicable commercial, exports, and imports regulations. International trade controls are in place to protect national security and foreign policy interest of the states that apply such import and export control mechanisms, and Şişecam Group respects the international commercial regulations of every country. Such laws include rules on exports and import of the goods, services, software, as well as sanctions and anti-boycott rules.

#### I. Universal Human Rights and Working Conditions

The Şişecam Group is committed to offer a fair, secure, productive, and inclusive working environment to its employees and to comply with the rules of universal human rights. The Group believes that the establishment of such working environment to its employees is one of the most fundamental factors that affect the Group's success and, to establish a successful supply chain, the Group expects that its Suppliers to share this commitment to have a successful supply chain.

##### *Forced Labor and Child Labor*

Any violation of the human rights, including but not limited to unacceptable treatments such as the forced labor, employing in return for paying debts, abuse, physical punishment shall not be accepted and tolerated by the Şişecam Group by no means, and the Şişecam Group shall not engage with any Supplier who has such labor practices. It is prohibited to employ people under the legal employment age determined in the related country and children under 15 years in any circumstances.

##### *Right of Association*

It is required to respect the legal rights of association, and collective bargaining within the respective local legislation and relationships with labor unions established in accordance with the laws or with their representatives must be managed constructively.

##### *Occupational Health and Security*

All the occupational health and safety standards stipulated under the local legislation must be adhered to by the Suppliers, and all Suppliers must ensure a healthy and secure working environment for its employees. The employer should inform the employees on the occupational health and safety legislation. Furthermore, all Suppliers who provide services at the facilities owned by the Şişecam Group must comply with the occupational health and safety requirements adopted and applied by the Group.



### *No Discrimination*

It is required to provide equal opportunities for employees at all levels regardless of their race, nationality, gender, sexual orientation, social and personal status, health condition, marital status, religion, personal belief, state of disability, age or other attributes protected under the local legislation, and to treat them in a fair and non-discriminating manner.

### *Fair Working Conditions*

The relevant legislation is complied with in the payment of wages deserved by employees and in the remuneration of compulsory working and overtime hours. Working conditions should prevent sexual harassment, sexual abuse, verbal abuse, moral or physical coercion, and any similar treatment.

Suppliers may not ostracize individuals, favor specific ones or discriminate others based on gender, age, religious belief, ethnicity and nationality, national identity, membership in unions or other legal organizations, political ties or opinions, sexual orientation, parental responsibilities, marital status, illness, or any circumstances that may involve discrimination. Particularly, employees may not be harassed or punished for the aforementioned reasons.

### *Business Ethics*

Depending on its industry, the supplier avoids animal testing and use of animals in clinical experiments, and considers alternatives deemed scientifically legitimate and appropriate by the relevant regulators, provided that they are limited to obligatory cases.

Necessary precautions are taken in order to prevent the use of conflict minerals. These are minerals purchased by those who violate human rights or those who endorse such violation.

### *Training and Development*

The Şişecam Group cares about the improvement of the skills and competencies of its employees. To this end, it is required to provide the employees with the proper training and instruments to assist them in improving their skills and competencies.

### *Termination of the Employment Relationship*

Respect to the personal benefits of employees is a fundamental principle at Şişecam Group. The contractual employee rights are declared at the recruitment. All of the relevant employee rights are respected as part of the employer policy.

Suppliers are required to act as a responsible employer when terminating the business relationship with their own employees in order to mitigate the effects of such termination as per the applicable legislation. Each of the employees affected should be informed and enjoy personal benefits in accordance with the local legislation.



#### J. Gifts

Şişecam Group has determined principles regarding gifts and entertainment offers to come from our Suppliers to protect its employees from any conflict of interest that may arise out of acceptance of gifts and entertainment offers and to execute correct, honest and fair purchasing policies during the purchasing processes of the Group. It is strictly prohibited that the Suppliers to provide or give any gifts, payments, meals, entertainment and similar offers that may affect the decisions of employees of the Group in connection with the business or which may create such perception. The employees of the Group may only accept gifts of symbolic values such as plaques and plates, which may be presented in the meetings or seminars in which employees participate as the representative of the Group; agenda, calendar, pen, products bearing the company logo and meals and catering offerings refusal of which may be perceived as traditionally being unkind. Our Suppliers are expected to comply with such restrictions and refrain from giving gifts or similar advantages except for those stated above. Providing gifts in cash or cash equivalent is strictly prohibited.

#### K. Environmental Protection

The Şişecam Group pays special attention to environmental protection and strives for minimizing the effects of its production processes and products on the environment. The Group expects its Suppliers to assist in meeting this commitment. Within this context, the Suppliers are required; (i) to use effort to use resources efficiently and minimize pollution; (ii) to design and develop their products taking into consideration the potential to be re-used or recycled; (iii) to manage waste treatment and disposal in compliance with the applicable legislation; (iv) to refrain from using hazardous and potentially hazardous material defined in the applicable law; (v) to take environmental effects into consideration in logistic management and (vi) to work towards an economy not using carbon-based fuel being conscious of the global threat of climate change.

#### L. Keeping Accurate Books and Records

It is of high importance to keep the books and records in accurate, complete and reliable manner not only for the protection of reputation and reliability of Şişecam Group but also for the fulfillment of its obligations under the legislation in force. All books and records including but not limited to reports, presentations, financial statements, and its footnotes, which will be submitted to the public, investors and competent authorities by the Group must be accurate, complete and transparent. The Group expects its Suppliers also to keep books and records in adherence to principals.

#### M. Audit and Remedial Actions

The Şişecam Group requires all its Suppliers to understand this Supplier Code of Conduct and to act accordingly.

The Group is entitled to periodically request information and documentation from its Suppliers and carry out or have carried out by third parties on-site audits any time as it wishes, to confirm



whether or not the Suppliers act in compliance with the Supplier Code of Conduct. By agreeing to work with the Group, the Suppliers acknowledge that the Group's rights in this regard and such rights to audit.

If any non-compliance is identified during the audits, the Şişecam Group;

- reserve its right to unilaterally terminate the business relationship with such Supplier who materially breaches the principles specified under the Supplier Code of Conduct;
- may request its Suppliers to implement an action plan to remedy the non-compliance and conduct audits to assess whether the actions prescribed under such action plan are performed.

#### N. Liability

None of the provision of the Supplier Code of Conduct, are drawn up to grant any contractual rights to Suppliers that may be claimed against the Şişecam Group and the suppliers may not claim any rights based on the Supplier Code of Conduct.

Compliance with the Supplier Code of Conduct by the Supplier is solely under the responsibility of the Supplier. Upon getting into a business relationship with the Şişecam Group, the Suppliers agree that the Group reserves the right to amend the Supplier Code of Conduct unilaterally and they acknowledge that they may access the Supplier Code of Conduct available at [tedarikci.sisecam.com](http://tedarikci.sisecam.com). The Group expects its suppliers to have effective control and solution mechanisms to the extent that the legislation allows, concerning breach of the Supplier Code of Conduct or the law. If you identify any potential violations of the Supplier Code of Conduct or the applicable legislation, you must immediately notify the Group.

You may send all your queries concerning the Supplier Code of Conduct to [sisecam\\_procurement@sisecam.com](mailto:sisecam_procurement@sisecam.com).