IMB - Industriemontagen Berger GmbH

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06_Code of Conduct for Suppliers and Subcontractors

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1. **Principle**	IMB Industriemontagen Berger GmbH expects all suppliers and subcontractors to act lawfully, responsibly and safely. The minimum standards set out below must be observed throughout the business relationship.
2. **Compliance with Laws**	All applicable laws and regulations must be complied with. This includes in particular trade law, employment and social insurance law, employee protection law, the law governing the posting and cross-border hiring-out of workers, and tax law. **Example: Carrying out work without the required statutory authorisations or permits is not permitted.**
3. **Anti-Corruption and Integrity**	Corruption, bribery and improper advantages are prohibited. The following are not permitted: • gifts of money • vouchers • inappropriate invitations • benefits granted to IMB employees or to persons close to them with a value exceeding EUR 50; items of lesser value are permitted only where they are socially customary and cannot influence any decision • payments or benefits to public officials of any kind (Sections 304 to 309 of the Austrian Criminal Code, StGB) **Example: Offering gifts in order to influence the award of a contract is not permitted.**
4. **Occupational Safety and Environment**	**Occupational safety is the highest priority!** Mandatory: • compliance with all safety regulations

	• use of personal protective equipment (PPE) • stopping unsafe work • following the instructions of the site safety coordinator • compliance with the Austrian Construction Work Protection Ordinance (Bauarbeiterschutzverordnung, BauV) and provision of the required personal protective equipment by the contractor at its own expense • proper separation, storage and disposal of waste and hazardous substances, including the required safety data sheets **Example: Working without protective measures is not permitted.** Hazardous situations must be reported.
5. **Data Protection and Confidentiality**	Confidential information and personal data must be protected. The contractor complies with the General Data Protection Regulation (GDPR) and with the Austrian Data Protection Act (Datenschutzgesetz) and obliges its employees in writing to maintain confidentiality. The following are not permitted: • unauthorised disclosure • private use of site photographs • images of plant, drawings or persons without the prior consent of IMB or of the client operating the site **Example: Using photographs of plant for social media is not permitted.** Where the contractor processes personal data on behalf of IMB, a data processing agreement pursuant to Article 28 GDPR must be concluded in advance. Data protection incidents relating to IMB must be reported without delay, in any event within 24 hours.
6. **Conduct on Construction Sites**	Instructions issued by site management must be followed. Proper conduct and compliance with all rules are expected.
7. **Reporting Violations**	Violations must be reported without delay – to site management, to the managing directors or to the reporting office designated by IMB. Examples: • safety deficiencies • improper influence • breaches of rules • suspected underpayment of wages or undeclared employment Reports may also be made anonymously. Persons who report in good faith must not be disadvantaged as a result. IMB treats any breach of this prohibition of retaliation in the same way as a breach of this Code of Conduct. Where the Austrian Whistleblower Protection Act (HinweisgeberInnenschutzgesetz, HSchG) applies, its protective provisions shall apply.

8. Consequences of Violations	Violations will result in measures being taken: • warning • exclusion from the construction site • termination of the contract • exclusion from future orders **Example: Repeated safety violations lead to exclusion.** Attempted corruption leads to immediate termination of the business relationship.
9. Employment, Social Insurance and Posting Obligations	The supplier/subcontractor undertakes to comply with all applicable provisions of employment, social insurance, wage, trade and posting law. In particular, it undertakes • to comply with the applicable minimum rates of pay under the relevant collective bargaining agreement • to duly fulfil all social insurance obligations • to comply with the Austrian Act on Combating Wage and Social Dumping (Lohn- und Sozialdumping-Bekämpfungsgesetz, LSD-BG) and with all other employment and social law provisions • to prepare and keep available all legally required notifications and records in due time and to submit them to the competent authorities upon request • not to deploy any person without the legally required employment, residence or work permits • to inform IMB without delay if its entry in the list of companies exempt from principal's liability (Liste der haftungsfreigestellten Unternehmen, HFU-Liste) lapses, or if proceedings are initiated to establish that it is a bogus company under Section 8 of the Austrian Act on Combating Social Fraud (SBBG) • to register all employees with the social insurance institution before they commence work Where employees are posted to Austria or hired out across borders, the contractor undertakes, to the extent required by law, • to submit all legally required notifications in due time – in particular ZKO3 in the case of posting and ZKO4 in the case of cross-border hiring-out of workers • to keep valid A1 certificates available for all employees deployed • to submit the documents required under the LSD-BG to the competent authorities upon request • to keep the payroll records available in German or English at the place of work for the duration of the employment, or to make them electronically accessible (Section 22 LSD-BG), and to state the place where they are kept in the ZKO3 or ZKO4 notification • to submit the ZKO3 (posting) and ZKO4 (cross-border hiring-out of workers) notifications before work commences and to provide IMB with a copy

10. Cooperation and Lower-Tier Subcontractor Clause	The contractor undertakes to support IMB during official inspections and, upon legitimate request, to submit those documents or records required in order to fulfil statutory obligations or to clarify specific suspected cases. Data protection provisions remain unaffected. The engagement of further lower-tier subcontractors requires the prior written consent of IMB Industriemontagen Berger GmbH. The contractor undertakes to bind its lower-tier subcontractors to comply with this Code of Conduct and with all relevant statutory provisions to the same extent. The contractor is liable for ensuring that lower-tier subcontractors engaged by it also comply with the obligations under this Code of Conduct.
11. Duty to Notify	Changes regarding • the trade licence • the authority to represent the company • the company name • the company address • insolvency proceedings • the lapse of statutory authorisations • the lapse of the entry in the list of companies exempt from principal's liability (HFU-Liste) • the initiation of proceedings to establish that the company is a bogus company (Section 8 SBBG) or any other circumstances material to the business relationship must be notified to IMB in writing without delay.
12. Final Provisions	Compliance with this Code of Conduct is a fundamental basis of the business relationship with IMB Industriemontagen Berger GmbH. Depending on their severity, violations may lead to exclusion from construction sites, to termination of the business relationship or to exclusion from future orders. This Code of Conduct forms part of the business relationship and applies to all orders unless stricter statutory or contractual provisions exist. Where stricter provisions exist, these shall prevail.

Created:	**Reviewed & Approved:**
18.08.2026	V03: Andreas Belak

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