

Code of Conduct (CoC) of the Panther Group for suppliers

This Code of Conduct for Suppliers (Code of Conduct; CoC) outlines the minimum standards whose observance Panther Packaging GmbH & Co. KG requires from its suppliers in business transactions with Panther Packaging GmbH & Co. KG in addition to complying with all the laws and regulations governing its business activity.

This CoC shall form an integral part of all contracts between the Supplier and Panther Packaging GmbH & Co. KG.

1. Definitions

"Supplier" is any natural person or legal entity who supplies products to or provides services to Panther Packaging GmbH & Co. KG. In addition to suppliers who maintain a direct contractual relationship with Panther Packaging GmbH & Co. KG, this definition shall also include the Supplier's subcontractors.

"Representatives of Panther Packaging" shall include the company's employees and legal representatives.

2. Management systems

The Supplier shall have appropriate management systems in place to enable compliance with this CoC or with its own corresponding Code of Conduct, whichever code is stricter, and with all other applicable relevant laws and regulations. The mode of operation and quality shall be in proportion to the size, complexity and risk environment of the Supplier's business. This means at least that

- 2.1 the Supplier shall implement a systematic approach in relation to assessing, mitigating and controlling risks regarding human and employment rights, occupational safety, responsible business practice and environmental impacts (hereinafter described as "CoC issues"),
- 2.2 the Supplier shall introduce quantifiable performance targets with regard to CoC issues and shall define measures connected therewith to implement these targets in order to ensure continuous performance improvement,
- 2.3 all applicable laws, regulations and contractual provisions governing the Supplier's orders shall be applied and communicated correctly, whereby the employees and business partners concerned shall be sufficiently trained,
- 2.4 the Supplier must have in place systems to enable whistleblowing in relation to CoC issues,
- 2.5 the Supplier shall properly ensure and monitor that his own suppliers and subcontractors adhere to this CoC or to their own corresponding codes of conduct. The Supplier shall be liable for the performance of his subcontractors in exactly the same way as for his own work.

3. Human rights and employment rights

3.1 Human rights

The Supplier shall be obliged

- 3.1.1 to respect human rights and not to take part in human rights abuses in his sphere of influence,
- 3.1.2 to record his effects on human rights properly whenever the need for such a measure is agreed,
- 3.1.3 to prevent the destruction of the natural basis of life through environmental pollution,
- 3.1.4 to have put in place appropriate remedial mechanisms in case human rights abuses occur.
- 3.1.5 not to unlawfully violate land rights,
- 3.1.6 not to violate the prohibition of an action or omission in breach of duty that is directly likely to adversely affect a protected legal position in a particularly serious manner and whose illegality is obvious when all relevant circumstances are considered judiciously.

3.2 Employees' fundamental rights

The Supplier shall be obliged

- 3.2.1 not to employ any employees under 15 years of age or below the minimum age according to national legislation, whichever is the higher (in accordance with ILO [International Labour Organization] Convention 138 concerning child labour),
- 3.2.2 to guarantee that any employment of young persons above the minimum age but below 18 years of age does not endanger their education, health, safety and moral welfare,
- 3.2.3 to recognise without restriction the right of employees to organise themselves, to belong to a trade union and to take part in collective bargaining negotiations,
- 3.2.4 not to use any forms of involuntary labour whatsoever,
- 3.2.5 not to discriminate against employees,
- 3.2.6 to treat all employees fairly and with respect,
- 3.2.7 to refrain from commissioning or using private or public security forces to protect the entrepreneurial project if this violates certain prohibition norms.

3.3 Wages and working hours

The Supplier shall be obliged

- 3.3.1 to pay his employees at least the statutory minimum wage together with the overtime payments fixed by national laws,
- 3.3.2 to apply working hours conforming to statutory requirements,
- 3.3.3 to grant all employees at least one rest day in seven consecutive working days, unless specified otherwise by the applicable laws.

4. Occupational safety

The Supplier shall be obliged

- 4.1 to comply with all applicable statutory occupational safety regulations,
- 4.2 to have his own occupational safety guideline, to demonstrate the management's commitment to occupational safety, and to allocate responsibility for occupational safety within his organisation,
- 4.3 to ensure that operational control mechanisms, such as rules and procedures, exist and are communicated to all employees,
- 4.4 to have put in place procedures for preparedness in emergency situations and for a response to these,

- 4.5 to raise his employees' awareness on issues of occupational safety, to improve the safety culture through open communication, and to ensure that his employees have received adequate and appropriate occupational safety training,
- 4.6 to measure and monitor his occupational safety performance and hazards in the occupational safety area by means of properly conducted workplace inspections and audits,
- 4.7 to report and investigate all occupational safety incidents.

5. Effects on the environment

The Supplier shall be obliged

- 5.1 to comply with all environmental requirements defined in relevant laws, regulations and environmental permits,
- 5.2 to assign responsibility for environmental issues within his organisation,
- 5.3 to ensure that his employees possess appropriate and adequate specialist knowledge and experience with regard to environmental matters, and the resources, to enable them to fulfil their responsibilities effectively,
- 5.4 to ensure that written instructions are present covering all processes with potential impacts on the environment, and that the relevant information is brought to the attention of all the employees involved,
- 5.5 to work proactively to prevent emergencies occurring, and to ensure the ability to respond adequately and appropriately to such events, by analysing, investigating and implementing suitable preventive and corrective measures,
- 5.6 to handle environmental contraventions and complaints systematically and, insofar as they affect Panther Packaging GmbH & Co. KG, to inform the latter about them,
- 5.7 to make available to Panther Packaging GmbH & Co. KG the situation regarding current Material Safety Data Sheets (MSDS or SDS) and all other relevant documents and information requested by Panther Packaging GmbH & Co. KG.
- 5.8 not to violate the prohibitions resulting from the Minamata Convention,
- 5.9 not to violate the ban on the production and/or use of substances and within the scope of the Stockholm Convention (POP) and non-environmentally friendly handling of waste containing POPs.
- 5.10 Compliance with the ban on importing and exporting hazardous waste as defined by the Basel Convention is essential.
- 5.11 The Panther Group expects sustainable and active climate protection from suppliers, for example by purchasing energy from renewable sources, including transparency about CO₂ emissions and reduction targets.

6. Responsible business practice

The Supplier shall be obliged to conduct his business in unrestricted compliance with the business practice guideline of Panther Packaging GmbH & Co. KG or his own ethical rules, whichever is the stricter. Among other things, this means that the Supplier shall be obliged

- 6.1 to conduct his business in unrestricted compliance with all applicable cartel and competition laws,
- 6.2 to avoid situations in which there is conflict of interest between the Supplier and Panther Packaging GmbH & Co. KG,
- 6.3 to act in conformity with all applicable anti-corruption laws by, among other things, refusing to accept or offer bribes, financial inducements or items of value in order to obtain or retain orders, inappropriate profit or advantage,
- 6.4 to act in accordance with all rules and regulations regarding the safety requirements of products and services provided, including the rules established by Panther Packaging GmbH & Co. KG,
- 6.5 to record and disclose transparently and precisely the details of his business activities, corporate structure, financial situation and business development in accordance with the applicable laws and regulations.

In the case of transactions with Panther Packaging GmbH & Co. KG this shall mean, among other things, that

- 6.6 Representatives of Panther Packaging GmbH & Co. KG shall always themselves pay their own travel and accommodation costs when visiting suppliers and attending conferences, reference facilities etc.
- 6.7 It is not permissible for representatives of Panther Packaging GmbH & Co. KG to be offered any gifts, hospitality or expenses that could be regarded as unjustified or inappropriate in relation to possible business transactions.

7. General requirements

The Supplier shall be obliged

- 7.1 to report all cases of non-compliance with this CoC without delay to Panther Packaging GmbH & Co. KG. The Supplier and any of his employees can report their concerns in confidence to the following address:
Panther Packaging GmbH & Co. KG
Altonaer Strasse
25436 Tomesch/Germany
code-of-conduct@panther-packaging.de
- 7.2 On request, to disclose to Panther Packaging GmbH & Co. KG information and data relating to topics covered by this CoC, insofar as this does not contradict his statutory obligations regarding disclosure of information,
- 7.3 to allow Panther Packaging GmbH & Co. KG, or any third party authorised by Panther Packaging GmbH & Co. KG and reasonably acceptable for the Supplier, to carry out in the Supplier's presence an audit of the Supplier's business operation that is relevant to this CoC, especially the Supplier's plants and relevant extracts from books and documents. At the Supplier's request, the parties involved in such an audit shall enter into a confidentiality agreement regarding the circumstances disclosed in the context of the audit.

8. Enforcement

- 8.1 If the Panther Group determines that the supplier is not meeting the requirements and expectations set out in this CoC, the Panther Group will offer advice on which problems need to be corrected or improved. The supplier must then immediately take corrective action, as communicated by the Panther Group.
- 8.2 In accordance with the Act on Corporate Due Diligence Obligations, the Panther Group carries out risk analyzes for the entire business area of the company (including those of its subsidiaries) and all direct suppliers in order to assess the risk of possible human rights violations.
- 8.3 If a risk analysis reveals risks within a supply chain, preventive measures must be taken, for example changes to the contractual conditions in which appropriate due diligence obligations are imposed on the supplier, human rights, employee concerns and compliance with environmental standards. Contractual sanctions such as termination rights, exemption claims and claims for damages can also be regulated.

Name of supplier:

Name and position of signatory:

Location, Date

Signature