

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

Preface

This Code of Conduct (CoC) for suppliers outlines the minimum standards that Panther Packaging GmbH & Co. KG expects from its suppliers when conducting business with Panther Packaging GmbH & Co. KG, in addition to compliance with all the laws and regulations governing such activities.

This CoC forms an integral part of all contracts and agreements between the supplier and Panther Packaging GmbH & Co as well as its subsidiaries – hereinafter referred to as the Panther Group.

1. Definitions

A "supplier" is any individual or legal entity that provides the Panther Group with products or services. This definition covers suppliers who have a direct contractual relationship with the Panther Group, as well as the suppliers' own suppliers.

"Representatives the Panther Group" includes the company's employees and legal agents.

2. Management systems

The supplier has established appropriate management systems to enable compliance with this CoC or its own applicable code of conduct, whichever is more stringent; and with any other laws and regulations which might apply. Functionality and quality must be proportionate to the size, complexity and risk factors of the supplier's business. This means that, as a minimum requirement:

- 2.1 The supplier must implement a systematic approach to the assessment, mitigation and management of risks relating to human and labour rights, occupational health and safety, responsible business conduct and environmental impact (hereinafter referred to as "CoC issues");
- 2.2 the supplier must establish measurable performance targets related to the CoC issues, and implement corresponding measures designed to achieve these objectives, in a way that ensures continuous improvement in performance;
- 2.3 the supplier must ensure proper compliance with, and communication of, all applicable laws, regulations and contractual provisions governing the supplier's activities, with appropriate and sufficient training for the employees and business partners concerned;
- 2.4 the supplier must have systems in place to enable the reporting of grievances regarding CoC issues;
- 2.5 the supplier must adequately monitor its own suppliers and subcontractors in order to ensure their compliance with this CoC or own applicable code(s) of conduct. The supplier shall be liable for the performance of its subcontractors to the same extent as it is for its own work.

3. Human and labour rights

3.1 Human Rights

The supplier undertakes as follows:

- 3.1.1 To respect human rights and not participate in any human rights violations within its sphere of influence,
- 3.1.2 To record human rights implications properly and whenever there is an agreed need for such action,
- 3.1.3 To have at its disposal established and appropriate remedial mechanisms for application in the event of human rights violations.

The supplier shall also meet all obligations to protect human rights along the supply chain and comply with human rights-related environmental obligations arising from the laws governing commercial due diligence, regardless of whether such laws apply to the supplier specifically.

3.2 Fundamental rights of workers

The supplier undertakes as follows:

- 3.2.1 The supplier shall not employ workers under the age of 15 or of below minimum age, whichever is higher in accordance with national legislation (as per ILO Convention 138 on Child Labour),
- 3.2.2 The supplier shall ensure that the employment of young people of over the minimum age but of under the age of

18 does not endanger their education, health, safety or moral welfare;

- 3.2.3 The supplier shall fully recognise the unrestricted right of employees to organise themselves, to belong to a trade union and to participate in collective bargaining;
- 3.2.4 the supplier shall not use any form of involuntary labour,
- 3.2.5 the supplier shall not discriminate against its employees, and shall
- 3.2.6 treat all employees fairly and with respect.

3.3 Wages and working hours

The supplier undertakes as follows:

- 3.3.1 The supplier shall pay its employees at least the statutory minimum wage, plus overtime allowances as established by national legislation;
- 3.3.2 the supplier shall apply normal working hours that comply with statutory requirements,
- 3.3.3 the supplier's employees shall be entitled to at least one day of rest in seven consecutive working days, unless otherwise specified by applicable legislation.

4. Occupational health and safety

The supplier undertakes as follows:

- 4.1 The supplier shall comply with all applicable statutory health and safety regulations,
- 4.2 the supplier shall implement its own written health and safety policy in order to demonstrate management commitment in this area, and establish a corresponding chain of responsibility throughout its organisation,
- 4.3 the supplier shall ensure that operational control mechanisms, such as appropriate rules and procedures, are in place and communicated to all employees;
- 4.4 the supplier shall have established emergency preparedness and response procedures;
- 4.5 the supplier shall raise awareness of occupational safety issues among its employees, improve the safety culture through open communication, and ensure that its employees have received adequate training in occupational health and safety;
- 4.6 the supplier shall conduct proper workplace inspections and audits designed to measure and monitor its occupational health and safety performance and detect possible hazards;
- 4.7 the supplier shall report and investigate all occupational health and safety incidents.

5. Impact on the environment

The supplier undertakes as follows:

- 5.1 The supplier shall comply with all the environmental requirements of relevant legislation, regulations and corresponding permits,
- 5.2 the supplier shall establish a chain of assigned responsibility for environmental issues within its organisation,
- 5.3 the supplier shall ensure that its employees have adequate expertise and experience in environmental matters, and sufficient resources to allow them effectively to discharge their responsibilities in this respect;
- 5.4 the supplier shall ensure that there are written instructions covering all processes with potential environmental impact, and that the relevant information is communicated to all employees concerned;
- 5.5 the supplier shall proactively identify, analyse, and implement appropriate preventive and corrective actions designed to avoid emergencies and to ensure an ability to respond effectively to such events that do occur;
- 5.6 the supplier shall handle environmental violations and complaints systematically and notify the Panther Group insofar as the company might be affected,
- 5.7 the supplier shall keep the Panther Group updated with current editions of safety data sheets (MSDS or SDS) and all other relevant documents and information that the Panther Group might require it to provide.

6. Responsible business practices

The supplier undertakes to conduct its business in full compliance with the guidelines on business practice of the Panther Group or its own ethical rules; whichever are more stringent. This means, among other things, that the supplier undertakes:

- 6.1 to conduct its business in full compliance with all applicable antitrust and competition laws;
- 6.2 to avoid situations which might suppose a conflict of interest between the supplier and the Panther Group,
- 6.3 to act in accordance with all applicable anti-corruption laws, including but not limited to refusing to accept or offer bribes, illicit gifts or favours in kind in order to obtain or retain orders, improper profits or other benefits;
- 6.4 to comply with all established rules and regulations, including those of the Panther Group, regarding the safety and quality requirements of products and services,
- 6.5 to record and disclose, in a transparent and precise manner and in accordance with applicable laws and regulations, the details of its business activities, corporate structure, financial position and business development.

When conducting business with the Panther Group, this means, among other things, that

- 6.6 Representatives of the Panther Group shall at all times pay their own travel and accommodation expenses when visiting suppliers, conferences and reference facilities, etc.,
- 6.7 Representatives of the Panther Group shall not be offered gifts, entertainment or expenses that could be considered unfounded or inappropriate in relation to possible business transactions.

7. General requirements

The supplier undertakes as follows:

- 7.1 The supplier shall immediately notify the Panther Group of all and any failure to comply with this CoC. The supplier, and any of its employees, may report their concerns in confidence to the following address:

Panther Packaging GmbH & Co. KG
Altonaer Str.
25436 Tornesch/Germany
Code-of-conduct@Panther-Packaging.de

- 7.2 The supplier shall provide full information and data regarding topics covered by this CoC if asked to do so by the Panther Group, provided this does not conflict with the supplier's legal obligations regarding the disclosure of information,
- 7.3 The supplier shall allow the Panther Group, or any third-party authorised by the Panther Group and reasonably acceptable on the part of the supplier, to carry out audits of the supplier's business operations that are relevant to this CoC, with particular reference to the supplier's facilities, and to examine, in the supplier's presence, relevant parts of its accounts and documents. The parties involved in such an audit shall, if asked to do so by the supplier, enter into a confidentiality agreement covering the circumstances disclosed during the audit.

8. Implementation

- 8.1 If the Panther Group determines that the supplier is not complying with the specifications and expectations set out in this CoC, the Panther Group shall provide information on the issues requiring remedy or improvement. The supplier shall then take immediate corrective action in accordance with the notifications of the Panther Group. The Panther Group nevertheless reserves the right to cancel outstanding orders, suspend future orders or terminate its agreements with the supplier in the event of a material breach of this CoC.
- 8.2 Even if the main agreement between the Panther Group and the supplier, of which this CoC is an annex, contains independent termination provisions, both parties are aware that infringement of this CoC may be considered a material breach of contract, thereby entitling the Panther Group to terminate the agreement.