



# Suppliers Code of Conduct

## Introduction

SÜDPACK recognises its responsibilities as a global producer of packaging materials and services, and is committed to being a responsible corporate citizen, having regard to the OECD Guidelines for Multinational Enterprises. SÜDPACK believes that it is not only required to abide by the national laws in each country in which it operates, but that it must also conduct its business in accordance with internationally accepted practices and procedures. These core principles, which the board and senior management of SÜDPACK are committed to upholding, are enshrined in SÜDPACK's values and encapsulated in the SÜDPACK Corporate Code of Conduct and Ethics Policy. SÜDPACK expects all parties SÜDPACK deals with, including its suppliers, to observe these principles. This SÜDPACK Suppliers Code of Conduct ("the Code") therefore highlights and specifies those provisions of the SÜDPACK Code of Conduct and Ethics Policy that are of particular relevance to suppliers to SÜDPACK ("the Supplier"). SÜDPACK requests the Supplier, its employees, agents, suppliers and sub-contractors to respect and adhere to the Code when conducting business. It is the Supplier's responsibility to communicate the Code to its employees, agents, suppliers and sub-contractors and ensure they comply.

By accepting this Code, the Supplier acknowledges and confirms that the Supplier will adhere to and comply with the principles set out in this Code for all existing and future business relationships with the SÜDPACK group of companies, regardless of location or activity. This Code is to be read in conjunction with any agreement with the SÜDPACK group of companies.

## Business Integrity

### Honesty, integrity and fairness

The Supplier shall recognise the importance of honesty, integrity and fairness in conducting its business.

### Compliance with laws and regulations

The Supplier must comply with the applicable laws and regulations of the countries in which it operates, including competition laws

### Anti-bribery (financial inducements, gifts, facilitation payments)

The Supplier acknowledges that bribery is unlawful in most countries and that there are laws and agreements in place as part of an international effort to eliminate corruption and bribery from international business and to ensure that competition is fair and open. The Supplier must not offer, give, request or accept payments, payments in kind, bribes, 'kick-backs', secret commissions,

gifts or favors of any kind regardless of their value and regardless of whether to a person who is a public official or in the private sector, in circumstances that could be considered as unduly influencing the party involved or creating any business obligation or which has the intention that a function should be performed improperly or which could create a conflict of interest. This could include to win business or influence a business decision in SÜDPACK's or the Supplier's favor. There are certain types of gifts that should never be offered or accepted by the Supplier regardless of their value - these are: money, drugs or other controlled or illegal substances. SÜDPACK is opposed to making facilitation payments as a matter of policy, and every effort should be made to resist them. The Supplier is expected to abide by the national laws in each country in which it operates and internationally accepted practices and procedures in relation to facilitation payments.

## Privacy and Information

The Supplier must respect the privacy of individuals and laws relating thereto, in particular with respect to the collection, processing and management of personal data. The unauthorized use of confidential and/or personal information by the Supplier is prohibited

## Labour Standards

### Non-discrimination

The supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as race, creed, disability, gender, marital or maternity status, religious or political beliefs, age or sexual orientation.

### Forced labour

The Supplier must under no circumstances use or in any other way benefit from forced labour and shall not utilize factories or production facilities that force work to be performed by unpaid or indentured labourers.

### Child labour

The use of child labour is strictly prohibited. The Supplier acknowledges the right of every child to be protected from economic exploitation and will respect the laws of each country in which it operates in regard to minimum hiring age.

### Compensation

The Supplier's employees must receive compensation and benefits that comply with applicable laws and, where relevant, with binding collective agreements, including those pertaining to overtime work.

## Working hours

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked.

## Freedom from harassment

Suppliers shall ensure a work culture that affords their employees the opportunity to work without fear of intimidation, reprisal or harassment.

## Health & Safety Products

### Products

All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law, be fit for the intended purpose and, where applicable, comply with SÜDPACK's quality requirements.

## Working environment

The Supplier shall provide a safe and healthy work environment for its employees, contractors and visitors and ensure that this is supported by adequate safety programs in accordance with applicable laws and regulations.

## Environment

The Supplier must manage its operations in an environmentally responsible manner and ensure compliance with related laws and regulations applicable in the country where products or services are manufactured or delivered.

## General

### SÜDPACK intellectual property

The Supplier is responsible for ensuring that SÜDPACK's intellectual property rights are protected at all times. At no time should SÜDPACK's intellectual property rights be infringed. This includes, but is not limited to, SÜDPACK's copyright, trademarks, patents, inventions, designs. These may only be used with the permission of an authorized SÜDPACK employee and for the purposes of the contracted objectives.

## Confidential information

The Supplier must ensure that SÜDPACK confidential information is preserved and protected, and not disclosed to unauthorised parties.

## Reporting of violations of this Code (Whistleblowing)

The supplier can submit reports and concerns directly via our complaints desk

<https://whistleblowersoftware.com/secure/suedpack>

Suppliers shall ensure that their employees can report any concerns or illegal activities in the workplace without fear of repercussions and provide a system for Whistleblowing.

## Compliance

SÜDPACK reserves the right to verify the Supplier's compliance with the Code through audits or other means. Should SÜDPACK find that the Supplier does not comply with the Code, SÜDPACK reserves the right to demand corrective measures and/or terminate its business relationship and related contract(s) with the Supplier.

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## Place/Date

*Legally binding signature(s), company stamp*