



Gramß

Supplier Code of Conduct

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Welcome to Gramß

Gramß GmbH Kunststoffverarbeitung (hereinafter "Gramß") conducts its business in a responsible manner. To achieve this, Gramß will only work with suppliers, contractors and consultants (each a "Supplier" and collectively "Suppliers") who comply with all applicable federal, state, provincial, local and international laws, rules and regulations (hereinafter "Applicable Laws") and the standards of business conduct set forth in this Supplier Code of Conduct ("Code of Conduct"). In addition to conducting its business with honesty, integrity and fairness, Gramß expects the following from each of its Suppliers:

A. COMPLIANCE WITH LAWS

Suppliers must comply with all applicable laws in the conduct of their business, including but not limited to laws relating to human rights, labour standards, health and safety, employment relations, anti-bribery, corruption, conflicts of interest, antitrust, trade, environment and data protection.

B. HUMAN RIGHTS AND LABOUR STANDARDS

Suppliers shall comply with applicable laws relating to human rights and labour standards, taking into account the UN Guiding Principles on Business and Human Rights, the International Bill of Human Rights and the principles on fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work.

1. Forced labour

Suppliers shall not use or benefit from any form of forced labour, including prison, bonded, indentured or slave labour, or human trafficking.

Supplier's labour practices (e.g. working hours and remuneration of employees) must comply with all applicable laws, in particular the UK Modern Slavery Act. Supplier workers must be able to retain control over their identity documents and suppliers must allow their employees to resign at any time.

2. Child labour

Suppliers shall not use child labour in the production or distribution of their goods or services.

Suppliers' employees shall not be younger than the minimum employment age set by the country or local jurisdiction, and under no circumstances shall employees under the age of fourteen (14) be employed, even if permitted by applicable law.

3. Working hours

Supplier's employees' working hours must comply with all applicable laws and mandatory industry standards regarding the number of hours and days worked.

4. Wages and benefits

Suppliers' employees must receive wages and benefits that comply with applicable laws, including without limitation those relating to regular labour, overtime, maximum hours, piece rates and other elements of employee compensation and benefits.

5. Working environment

Suppliers must firstly provide a safe and healthy working environment for their employees, contractors and visitors and ensure that this is supported by appropriate safety programmes in accordance with applicable laws, and secondly provide a working environment that is free from corporal punishment in any form.

We also expect suppliers to train the skills of their employees and increase productivity where appropriate.

6 Freedom of association and collective bargaining

We expect suppliers to respect workers' rights to freedom of association and collective bargaining, whether by joining or not joining an association, trade union or other organisation. The Supplier shall not obstruct, harass, punish or intimidate workers who lawfully and peacefully associate, organise or bargain collectively.

7. Non-discrimination

Gramß requires suppliers to treat their employees with respect and dignity and to foster an environment that is free from discrimination. Employment practices, including but not limited to hiring, salary, benefits, promotion, disciplinary action or termination, must be based solely on the individual's abilities and not on personal characteristics such as actual or perceived race, colour, creed, religion, national origin, ancestry, citizenship, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability as defined by applicable law.

C. ANTI-BRIBERY AND ANTI-CORRUPTION

1. General

Suppliers shall not engage in corrupt practices, including but not limited to extortion, fraud, counterfeiting, misrepresentation, bribery, money laundering, supporting or participating in terrorist or organised crime organisations or activities. Suppliers must comply with all applicable laws relating to corruption, bribery and money laundering. Suppliers must not offer bribes, kickbacks, illegal political contributions or other improper payments to government officials or third parties in order to obtain or retain an improper business advantage. Suppliers must have a written anti-corruption/anti-bribery policy and training programme for their employees.

2 FCPA - Foreign Corrupt Practices Act

Suppliers shall not directly or indirectly engage in any activity that could be considered a violation of the FCPA.

Suppliers are prohibited from offering, promising or providing (whether directly or indirectly through a third party) anything of value to a foreign government official or employee, political candidate, or public official or employee, i.e., bribes, payments, gifts, donations or other things of value to obtain official acts or decisions by such persons in favour of Gramß or the Supplier or in furtherance of Gramß' or the Supplier's business interests.

D. CONFLICTS OF INTEREST

Suppliers must disclose to Gramß all potential conflicts of interest, e.g. if Gramß employees have professional, private and/or significant financial benefits or other relationships with one of the supplier's companies. In addition, suppliers may not provide gifts or entertainment to Gramß employees or representatives that create a conflict of interest or the appearance of a conflict. Modest gifts and hospitality may be permitted as long as they are not given as a quid pro quo and are permitted under Gramß's internal policies and the supplier's organisation and comply with local laws.

Cash and cash equivalents such as gift cards and gift cheques are never permitted.

E. ANTITRUST/COMPETITION

Suppliers must conduct business in a fair and ethical manner and comply with all applicable antitrust and competition laws.

F. TRADE SANCTIONS LAWS & EXPORT CONTROL

Suppliers must respect and comply with government-imposed trade sanctions and import/export restrictions and anti-boycott laws that apply to their business activities. These laws and regulations prohibit doing business with certain countries, their governments and nationals, as well as other identified groups, organisations, companies or individuals. Suppliers must also comply with all export control laws and regulations relating to the exchange of information and, if required, obtain any export licences or other export authorisations required prior to exporting information. Suppliers involved in international transactions must comply with the minimum security standards required by customs and border protection authorities.

G. ENVIRONMENTAL IMPACT

Gramß prides itself on being a comprehensive source for cutting-edge technologies and trends in the packaging industry, which includes expanding the range of sustainable packaging options for its customers. For this reason, Gramß seeks suppliers who share its commitment to environmental friendliness and sustainability. Suppliers must comply with all applicable laws relating to environmental and community standards and give due consideration to the impact of the use of their products on consumer health and safety. Suppliers must exercise caution when handling hazardous materials or operating processes or facilities that use hazardous materials to avoid unintentional releases. This includes energy and waste management, reduction of water consumption and air pollution, and appropriate protection and conservation of natural resources and biodiversity in the ecosystem. We encourage our suppliers to develop business opportunities that emphasise environmental responsibility, including innovation in circular economy and sustainable operations and products.

H. CONFLICT MINERALS

Suppliers must ensure that products supplied to Gramß do not contain metals derived from minerals or their derivatives that originate from conflict regions that directly or indirectly finance or favour armed groups and cause or encourage human rights abuses.

I. CONFIDENTIAL INFORMATION

Suppliers shall not disclose any non-public information received from Gramß (collectively, "Confidential Information") to any third party or use the Confidential Information for any purpose other than the fulfilment of its obligations to Gramß without the prior written consent of Gramß. Notwithstanding the foregoing, Confidential Information may be disclosed if a supplier is legally compelled to do so, provided that the supplier notifies Gramß prior to disclosure, to the extent permitted by law, and co-operates with Gramß to contest, limit or protect any such required disclosure.

J. DATA PROTECTION

Protecting the personal information of Gramß employees, customers and other business partners is essential to Gramß's business, and Gramß is committed to protecting that information. All suppliers must comply with all applicable data protection and privacy laws, especially when processing personal data.

K. AUDIT/Approval

Gramß reserves the right to verify the supplier's compliance with this Code of Conduct through audits or other appropriate measures. Suppliers shall co-operate with Gramß' reasonable requests for information, records, certifications and/or access to the facilities of suppliers and/or their subcontractors.

L. NON-COMPLIANCE

All enquiries or reports of non-compliance with this Code of Conduct should be directed (anonymously if requested) to the Gramß whistleblower portal (<https://gramss.hinwegeberportal.de>), which is maintained by an independent compliance team and is available 24 hours a day, 7 days a week.

If Gramß becomes aware of actions or conditions that do not comply with this Code of Conduct, Gramß reserves the right to require corrective action. Suppliers must be accountable for non-compliance with this Code of Conduct by their subcontractors. If Gramß determines that the supplier or one of its subcontractors has violated this Code of Conduct, Gramß may, at its sole discretion, terminate the business relationship and all existing contracts with the supplier without penalty.

Name of supplier: _____

Signature of the authorised representative: _____

Name of the authorised representative: _____

Authorised representative title: _____

Place, date: _____

The person signing above represents and warrants that he/she is authorised to bind the Supplier to all of the above terms and conditions.