

**Responsible
partnerships**

CODE OF CONDUCT

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Foreword

The Perga GmbH is part of the international and diversified Inteplast Group with well over 8000 employees. Long-term value creation and sustainability across generations are key elements of the Group's strategy.

The Perga GmbH is therefore committed to ecologically and socially responsible corporate governance. We also expect our employees to observe the principles of ecological and social behavior and to integrate them into the corporate culture. We constantly strive to optimize our business activities and our products [or services] in terms of sustainability and expect our suppliers to also make a decisive contribution to this in the sense of a holistic approach.

To implement this, we address our expectations of our suppliers in the form of this Code of Conduct. As part of the Serafin Group, we are obliged to comply with the Supply Chain Due Diligence Act ourselves and to enforce the due diligence obligations towards our business partners. The Code

of Conduct is based on national laws and regulations such as the Supply Chain Due Diligence Act (LkSG) as well as international conventions such as the United Nations Universal Declaration of Human Rights, the Guidelines on the Rights of the Child and Business Conduct, the United Nations Guiding Principles on Business and Human Rights, the International Labor Standards of the International Labor Organization and the United Nations Global Compact. The Code of Conduct will be further developed as soon as new sustainability requirements become necessary. The term supplier is to be understood broadly and includes all contractual partners who make a necessary contribution to the manufacture of our products or the provision of our services.

Expectations

Human rights-related expectations

Within its sphere of influence, the Perga GmbH promotes respect for human rights as recognized in the United Nations Universal Declaration of Human Rights and adheres to its Guiding Principles on Business and Human Rights. Respect for human rights is a fundamental pillar of our relationships with our business partners, and we expect our business partners to protect and respect human rights.

Ban on child labor

Child labor may not be used at any stage of production. Suppliers are requested to adhere to the recommendation of the ILO conventions on the minimum age for the employment of children. Accordingly, the age should not be less than the age at which compulsory education ends according to the law of the place of employment and in any case not less than 15 years. Children under the age of 18 may not be employed for work that is harmful to their health, safety or morals.

Exclusion from forced labor

No forced labor, slave labor or comparable work may be used. Every work must be voluntary and without threat of punishment. Employees must be able to terminate their work or employment relationship at any time. Furthermore, there must be no unacceptable treatment of workers, such as psychological hardship, sexual and personal harassment and humiliation. The hiring or use of security guards must be prohibited if persons are treated or injured in an inhumane or degrading manner or if freedom of association is impaired.

Health and safety in the workplace

The supplier is responsible for a safe and healthy working environment. The necessary precautionary measures against accidents and damage to health that may arise in connection with the work shall be taken by setting up and applying appropriate occupational safety systems. Appropriate measures must be taken to prevent excessive physical or mental fatigue. In addition, employees are regularly informed and trained on applicable health and safety standards and measures. Employees are provided with access to drinking water in sufficient quantities and access to clean sanitary facilities.

Freedom of association

The right of employees to form and join organizations of their choice, to engage in collective bargaining and to strike must be respected. In these cases, suppliers undertake to maintain neutrality. Employees may not be discriminated against on the basis of founding, joining or membership in such an organization. Suppliers recognize the right to collective bargaining and the right of trade unions to operate freely and in accordance with the law of the place of employment. This right includes the right to strike and the right to collective bargaining.

Prohibition of discrimination

Unequal treatment of employees in any form is prohibited unless it is justified by the requirements of employment. This applies, for example, to discrimination based on gender, race, caste, national, ethnic or social origin, skin color, disability, health status, political conviction, origin, ideology, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual are respected.

Fair remuneration

The business partners shall pay their employees an appropriate wage. The appropriate wage is at least the minimum wage stipulated by the applicable law and is otherwise determined by the law of the place of employment. Where possible, this wage should at least cover the basic needs of the employees and enable an appropriate standard of living for the employees and their families (living wage). Business partners are obliged to pay employees directly, in full and on time.

Preserving the natural foundations of life

The supplier may not, in violation of legitimate rights, withdraw land, forests or waters whose use secures the livelihood of people. The supplier must refrain from harmful soil changes, water and air pollution, noise emissions and excessive water consumption if this harms the health of people, significantly impairs the natural basis for food production or prevents people from having access to safe drinking water or sanitary facilities.

Environmental expectations

The Perga GmbH ensures that negative environmental impacts are minimized along the entire value chain. The careful and efficient use of natural resources is an important part of our corporate principles. This also requires the responsible use of hazardous materials, chemicals and substances in order to prevent, minimize or eliminate potential risks. This is also expected of our suppliers.

Waste and hazardous substances

The supplier shall follow a systematic approach to identify, handle, reduce and responsibly dispose of or recycle solid waste. The prohibitions on the export of hazardous waste in the Basel Convention of March 22, 1989, as amended, must be observed.

Chemicals or other materials that pose a risk if released into the environment must be identified and handled in such a way that safety is ensured when handling, transporting, storing, using, recycling or reusing and disposing of these substances.

Mercury shall only be used in accordance with the prohibitions of the Minamata Convention of October 10, 2013, as amended, and persistent organic pollutants in accordance with the Stockholm Convention on Persistent Organic Pollutants of May 23, 2001, as amended.

In addition, all additional laws and regulations applicable to the operating site (e.g. European Regulation (EC) No. 1907/2006 (REACH)) regarding to hazardous materials, chemicals and substances must be complied with.

Realization of expectations

Duties

Obligation of the supplier

This Code of Conduct becomes an important part of the cooperation upon the establishment of the business relationship. The supplier commits to adhering to the expectations outlined in the Code of Conduct while carrying out its activities and addressing them throughout its supply chain.

Obligation of the supplier with regard to its suppliers

We expect that there will also be no violations of human rights and environmental obligations in the supplier's upstream supply chain (i.e. by its direct and indirect suppliers within the meaning of the LkSG). The supplier undertakes to pass on the risks and expectations identified by us and communicated to it with regard to human rights and environmental issues to his respective contractual partners along the supply chain as far as possible and reasonable and to request his respective sub-suppliers to comply with these expectations.

Information obligations

The supplier shall inform the responsible purchaser of our company of any significant incidents in the supply chain in text form. Furthermore, there is the option to submit an indication via our electronic complaint mechanism.

The supplier is aware that we carry out a risk analysis within the group of companies. Upon request, the supplier must immediately provide all relevant information that we require in order to carry out the risk analysis. Also upon request, the supplier shall therefore immediately provide all necessary information in text form that is reasonably required or legitimately requested to verify compliance with human rights and environmental expectations. In this regard, we will take appropriate account of the supplier's legitimate business interests and applicable data protection aspects.

Should the supplier come to the conclusion that it cannot fulfill an expectation without violating the law applicable to it, it must inform us about that immediately.

Duty to cooperate

The supplier undertakes to actively cooperate with us to eliminate violations of expectations and to ensure that expectations are met in its own business area and, if possible, along its supply chain.

If an abstract risk to human rights and environmental concerns is identified as part of our risk analysis, the supplier will actively participate in further measures to identify the risk and, depending on the risk classification, take part in an assessment of a sustainability platform selected by us.

Training courses

On our request, the supplier shall, if risks are identified, utilize the free training opportunities aimed to prevent human rights and environmental violations. This obligation shall not apply if the supplier proves, by submitting appropriate documentation, that it has trained a suitable number of employees and a suitable group of employees appropriately and with equivalent content in the areas of human rights and environmental law.

Review, audits

We reserve the right to verify compliance with this Code of Conduct through appropriate measures. This may take the form of questionnaires, assessments, on-site supplier audits or the use of sustainability platforms, for example.

If and insofar as appropriate, the supplier shall grant us the right to audit compliance with expectations on a regular basis, at least once a year and more than once a year if necessary. The audit can also be carried out by a company commissioned by us.

The audit has to be carried out during the supplier's normal business hours and does not have to be announced in advance for the purpose of effective control.

As part of the audit, the supplier must grant access to all documents, business areas and premises relevant to the audit and cooperate to the best of its ability. We undertake to take appropriate account of the supplier's legitimate business interests and data protection aspects during the audit.

Complaints mechanism for violations

All employees of the supplier and other stakeholders must be able to report unlawful practices or violations of this Code of Conduct. To facilitate this, the Perga GmbH has established a freely accessible complaints procedure. The supplier will publicize our complaints procedure for reporting violations of human rights and environmental concerns both among its own employees and to its suppliers in an appropriate manner and encourage all potentially affected persons to report violations of this Code of Conduct. The supplier undertakes to refrain in all cases from taking discriminatory measures against the whistleblower in connection with the processing of such reports. Our complaints procedure is available on the Perga GmbH website.

Internal reporting office in accordance with the Whistleblower Protection Act (HinSchG) §12 ff

Contact

Email: hinweis@perga.de

Tel.: +49 6285 820

Contact person: Bernd Schell

Postal address

Perga GmbH

-internal reporting office-

Tiefenweg 25

74731 Walldürn-Altheim

All information will be treated confidentially in accordance with the applicable legal provisions.

Remedial measures

Consequences of violations

If the supplier breaks its obligations under this Code of Conduct or if a breach is imminent, appropriate remedial actions must be taken immediately to ensure compliance with its obligations, to prevent or end the breach or to minimize the extent of the breach.

The Supplier shall immediately draw up a binding corrective action plan to avert, terminate or minimize the breach or risk.

Suspension of the contractual relationship

If the establishment of such a corrective action plan is clearly unsuitable to avert, terminate or minimize the breach or the risk, or if such a corrective action plan is not immediately established by the supplier or if the implementation of the corrective action plan fails, the business relationship may be suspended by us until the supplier has terminated the breach.

Termination of contract

A violation of this Code of Conduct may ultimately be a reason and cause for the company to terminate the business relationship, including all associated supply contracts. From our point of view, good cause for the termination of the contractual relationship exists in particular if,

- a)** the Supplier commits a violation of its obligations under this agreement or a breach by the Supplier is imminent and the Supplier fails to take reasonable remedial action to prevent, terminate or minimize the extent of the breach despite a reminder from us and the expiry of a reasonable period of time to comply with its obligations and the breach or violation is material or affects a significant number of cases;
- b)** the supplier does not cooperate in the preparation of a correction plan despite a reminder from us and the expiry of a reasonable deadline or finally refuses to cooperate;
- c)** the supplier fails to implement essential requirements of a correction plan in a manner for which it is responsible despite a reminder from us and the expiry of a reasonable deadline or finally refuses to cooperate;

d) the continuation of the contractual relationship is unreasonable for us due to the materiality of the breaches of duty by the supplier; unreasonableness may exist in particular due to repeated or intentional commission, due to the materiality or the large number of breaches and may also result from the fact that breaches of duty are committed by direct or indirect sub-suppliers of the supplier which are not remedied within a reasonable period of time.

Miscellaneous

We would like to point out that compliance with the requirements of this Code of Conduct does not release the supplier from fulfilling any further relevant requirements arising from the laws applicable to it. The Code of Conduct is therefore to be regarded as a minimum standard.

Upon signing, this Code of Conduct is incorporated into the future or existing supplier contractual relationship and supplements all other contractual agreements. By signing this Code of Conduct, the supplier undertakes to act responsibly and to comply with the listed requirements.

Supplier