



**berlin**<sup>®</sup>  
PACKAGING

**Supplier Code  
of Conduct**



Berlin Packaging L.L.C. and its subsidiaries (collectively, “Berlin Packaging”) conduct business in a responsible manner. In order to do so, Berlin Packaging will only do business with suppliers, contractors and consultants (each, a “Supplier” and collectively, “Suppliers”) that comply with all applicable federal, state, provincial, local and international laws, rules and regulations (“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, Berlin Packaging expects the following from each of its Suppliers:

### **A. Compliance with Law**

Suppliers must conduct their business in compliance with all Applicable Laws, including, without limitation, those related to human rights, labor standards, health and safety, work relationships, anti-bribery, corruption, conflicts of interest, antitrust, trade, the environment, and data privacy.

### **B. Human Rights and Labor Standards**

Suppliers must comply with Applicable Laws pertaining to human rights and labor standards, taking into account the UN Guiding Principles on Business and Human Rights, the International Bill of Human Rights, and the principles concerning fundamental rights set out in the International Labor Organization’s Declaration on Fundamental Principles and Rights at Work.

- 1. Forced Labor.** Suppliers must not use or benefit from any form of forced labor, including prison, indentured, bonded, or slave labor, or human trafficking, including, without limitation, by sourcing products that were produced by imprisoned or coerced workers from the Xinjiang Uyghur Autonomous Region of China. Supplier’s labor practices (e.g., employee working hours and compensation) must comply with all Applicable Laws, including, without limitation, the U.K. Modern Slavery Act. Suppliers’ workers must be allowed to maintain control of their identification documents; and Suppliers must allow employees to resign from their positions at any time.
- 2. Child Labor.** Suppliers must not use child labor in the production or distribution of their goods or services. Suppliers’ employees must not be younger than the minimum employment age established by the respective country or local jurisdiction, provided that under no circumstances should workers be employed under the age of fourteen (14) even if permitted by Applicable Law.
- 3. Working Hours.** Suppliers’ employee working hours must comply with all Applicable Laws and mandatory industry standards pertaining to the number of hours and days worked.



- 4. Wages and Benefits.** Suppliers' employees must receive compensation and benefits that comply with Applicable Laws, including, without limitation, those pertaining to regular work, overtime, maximum hours, piece rates, and other elements of compensation and employee benefits.
- 5. Working Environment.** Suppliers must provide (a) 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 (b) a work environment free of physical punishment in any form. We also expect Suppliers to provide employee skills training and to promote productivity enhancement when reasonable to do so.
- 6. Freedom of Association and Collective Bargaining.** We expect Suppliers to respect the rights of workers to associate freely and bargain collectively, whether by joining or refraining from joining an association, trade union, or other organization. Supplier must not interfere with, harass, penalize, or intimidate workers who lawfully and peacefully associate, organize, or bargain collectively.
- 7. Non-Discrimination.** Berlin Packaging requires that Suppliers treat their employees with respect and dignity and promote an environment that is free from discrimination. Employment practices, including, but not limited to, hiring, salary, benefits, advancement, discipline or termination, must be based solely on the person's ability and not personal characteristics, such as actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by Applicable Laws, genetic information, or any other characteristic protected by Applicable Laws.

## C. Anti-Bribery and Anti-Corruption

- 1. General.** Suppliers must not engage in any form of corrupt practices including without limitation, extortion, fraud, impersonation, false declarations, bribery, money laundering, supporting or involvement with terrorist or organized crime organizations or activities, and Suppliers must comply with all Applicable Laws that relate to corruption, bribery and money laundering, including the UK Bribery Act and U.S. Foreign Corrupt Practices Act (the "FCPA"). Suppliers must not offer bribes, kickbacks, illegal political contributions or other improper payments to any government official or third party, with the intention of obtaining or retaining an improper business advantage. Suppliers must have a written anti-corruption / anti-bribery policy and training program for its employees.
- 2. FCPA.** Suppliers must not engage, directly or indirectly, in acts that would be deemed a violation of the FCPA. Suppliers are prohibited from offering, promising, making, authorizing or providing (whether directly or indirectly through third parties) anything of value— i.e., bribes, payments, gifts, donations, or other things of value – to any foreign government official or employee, political candidate, or an official or employee of a government-owned or controlled entity (or any family members of such government official or employee) in any jurisdiction to influence or reward any official action or decision by such person for Berlin Packaging's or Supplier's benefit or to further the Berlin Packaging's or Supplier's business interests.

## D. Conflicts of Interest

Suppliers must disclose to Berlin Packaging any potential conflicts of interest, such as Berlin Packaging employees having professional, private and/or significant financial advantages

or interests in any of the Supplier's businesses. In addition, Suppliers must not give gifts or entertainment to Berlin Packaging employees or representatives, that create a conflict of interest or the appearance of a conflict. Modest gifts and hospitality may be permissible so long as they are not provided as a quid pro quo and are permissible under the internal policies of Berlin Packaging and the Supplier's organization and comply with local laws. Cash and cash equivalents such as gift cards and gift checks are never acceptable.

## **E. Antitrust/Competition**

Suppliers must conduct their business in a fair and ethical manner and must comply with all Applicable Laws pertaining to antitrust and competition.

## **F. Trade Sanctions, Laws, and 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, and other identified groups, organizations, companies, or persons. Suppliers must also (a) comply with all export control laws and regulations relating to the exchange of information, including the U.S. Export Administrations Regulations and International Traffic in Arms Regulations and (b) if necessary, obtain all export licenses, or other export authority as may be required before exporting any information. Suppliers taking part in any international transactions must meet the minimum security standards required by U.S. Customs and Border Protection.

## **G. Environmental Impact**

Berlin Packaging takes pride in being a comprehensive resource for cutting-edge technologies and trends within the packaging industry, which includes expanding the field of sustainable packaging options for its customers. As a result, Berlin Packaging seeks Suppliers that share its commitment to environmental excellence and sustainability. Suppliers must comply with all Applicable Laws related to environmental and community standards and appropriately consider the impact of a product's use and end-of-life on consumer health and safety. Suppliers must use care in handling hazardous materials or operating processes or equipment that use hazardous materials to prevent accidental releases. Additionally, Suppliers must minimize any negative impact on environmental pollution and local communities (including but not limited to reducing emissions, reducing energy consumption, water discharge and toxic substances, appropriately managing waste and air pollution, and adequately protect and conserve natural resources and biodiversity from nearby ecosystems). We encourage our suppliers to develop business opportunities that emphasize environmental stewardship, including innovations in circularity and sustainable operations and products.

## **H. Conflict Minerals**

Suppliers must ensure that products supplied to Berlin Packaging do not contain metals derived from minerals or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups and cause or foster human rights abuses. Additionally, Berlin Packaging supports responsible sourcing practices, which includes compliance with the Conflict Minerals provision of the Dodd-Frank Act. Suppliers must design and implement reasonable processes to ensure all products supplied to Berlin Packaging are "DRC Conflict Free" as defined under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

## I. Confidential Information

Suppliers must not disclose any non-public information it receives from Berlin Packaging (collectively, "Confidential Information") to any third party, nor use the Confidential Information for any purpose other than performance of its obligations to Berlin Packaging, without the prior written consent of Berlin Packaging. Notwithstanding the foregoing, Confidential Information may be disclosed if a Supplier becomes legally compelled to do so, provided that before disclosure, to the extent legally permitted, the Supplier must notify Berlin Packaging and cooperate to contest, limit or protect such required disclosure.

## J. Data Privacy

Protection of the personal data of Berlin Packaging's employees, customers and other business partners is essential to Berlin Packaging's business and Berlin Packaging is committed to the protection of such data. All Suppliers must comply with all Applicable Laws relating to data protection and privacy, including, without limitation, when processing personal information.

## K. Government Contracting

To the extent applicable, Suppliers must comply with all U.S. government contracting regulations and specifications, including, without limitation, all applicable requirements of the Federal Acquisition Regulation. Suppliers cannot be debarred, suspended or otherwise ineligible to do business with the U.S. Government. Suppliers must disclose to Berlin Packaging any credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, illegal gratuities, government overpayments or violations of the False Claims Act.

## L. Audit

Berlin Packaging reserves the right to verify a Supplier's compliance with this Code of Conduct through audits or other reasonable means. Suppliers must cooperate with Berlin Packaging's reasonable requests for information, records, certifications, and/or access to Suppliers' and/or their subcontractors' facilities.

## M. Non-Compliance

Any inquiries or reports of non-compliance with this Code of Conduct should be directed (anonymously, if desired) to the Berlin Packaging Compliance Helpline which is run by an independent third party and is available 24 hours a day, 7 days a week:

**Website:** [www.convercent.com/report](http://www.convercent.com/report)

(Type in Berlin Packaging, under "First, find your organization")

**Phone:** See attached Appendix

If Berlin Packaging becomes aware of any actions or conditions not in compliance with this Code of Conduct, it reserves the right to demand corrective measures. Suppliers must be responsible for any of their subcontractors' failure to comply with this Code of Conduct. If Berlin Packaging determines that Supplier or any of its subcontractors has violated this Code of Conduct, Berlin Packaging may, at its sole discretion, terminate its business relationship and any existing agreements with Supplier without penalty.



## Appendix

### Berlin Packaging Compliance Helpline Telephone Numbers

- **Canada:** To place a toll-free call from Canada, dial (800) 256-7617. (French language available)
- **China:** To place an International Toll-Free Service (ITFS) call from China, dial 400-120-4734.
- **Denmark:** To place an International Toll-Free Service (ITFS) call from Denmark, dial 80-25-41-05.
- **France:** To place an International Toll-Free Service (ITFS) call from France, dial 0805-080606.
- **Germany:** To place an International Toll-Free Service (ITFS) call from Germany, dial 0800-1810076.
- **Italy:** To place an International Toll-Free Service (ITFS) call from Italy, dial 800-727411.
- **Netherlands:** To place an International Toll-Free Service (ITFS) call from the Netherlands, dial 0800-0229487.
- **South Africa:** To place an International Toll-Free Service (ITFS) call from South Africa, dial 080-098-3581.
- **Spain:** To place an International Toll-Free Service (ITFS) call from Spain, dial 900-999-398.
- **Switzerland:** To place an International Toll-Free Service (ITFS) call from Switzerland, dial 0800-556-826.
- **United Kingdom & Northern Ireland:** To place an International Toll-Free Service (ITFS) call from UK, dial 0-800-015-6223.
- **United States of America:** To place a toll-free call from the United States of America, dial (800) 256-7617 (Spanish language available). You may also text a concern to (707) 600-2269 (U.S. only). Standard message and data rates may apply.

