

## **CODE OF CONDUCT**

### **for Suppliers of BUNZL Verpackungen GmbH**

This Code of Conduct defines the principles and standards that BUNZL expects suppliers of goods and services to adhere to in terms of their responsibility towards their stakeholders and the environment. BUNZL reserves the right to modify the standards contained in this Code of Conduct whenever appropriate. BUNZL also expects its suppliers to accept such appropriate changes.

We at BUNZL consider our suppliers partners. We work together with them to ensure that our products and services comply with the goals of our Corporate Responsibility Policy. We are committed to working with our suppliers to ensure that they maintain adequate standards in all areas of Corporate Responsibility (CR), in particular as regards their dealings with employees. The living and working conditions of our suppliers' employees must meet or exceed minimum international requirements at all times. For BUNZL, the standards set by the International Labour Organisation (ILO) and the Ethical Trading Initiative (ETI) are considered minimum requirements.

The Supplier hereby acknowledges and agrees as set forth below:

1. BUNZL is a subsidiary of Bunzl plc, a company registered in England and listed on the London Stock Exchange. The Supplier hereby acknowledges receipt of the Corporate Responsibility Policy Framework of Bunzl plc, which can also be downloaded from <http://www.bunzl.com/responsibility>. This document sets out or refers to BUNZL's standards of conduct in the area of Corporate Responsibility. The Supplier agrees to comply with these standards in connection with its dealings with BUNZL, in particular as regards the living and working conditions of its employees (together "CR Standards").
2. BUNZL strives to partner with suppliers that demonstrate ongoing improvement and transparency in connection with the implementation of our CR Standards. In the event the Supplier should fail to exhibit such continuous improvement and transparency, whether through non-compliance with the CR Standards or otherwise, BUNZL may, at BUNZL's sole discretion, take a number of actions, including but not limited to suspension of orders, reduction of orders, cancellation of outstanding orders and termination of its business relationship with the Supplier.
3. BUNZL reserves the right to assess and evaluate Supplier's compliance with BUNZL's CR Standards, and the Supplier agrees to co-operate with BUNZL in the case of any such assessment and evaluation. The Supplier further agrees to allow BUNZL reasonable access to all necessary books and records during normal business hours and to provide BUNZL with such information as BUNZL may reasonably require to ascertain whether the Supplier has complied with the CR Standards to BUNZL's satisfaction.

4. In the event BUNZL should have reason to believe that the Supplier is in breach of the CR Standards, the Supplier will agree to the following procedure:
- (a) the Supplier will receive a report containing a detailed description of the breach and the actions to be taken by the Supplier to cure such breach as well as a period of time to cure such breach (“First Warning”);
  - (b) in the event BUNZL should have reason to believe that the Supplier continues to be in breach of the CR Standards following issuance of a First Warning, whether in relation to the matter(s) identified in the First Warning or in relation to a new matter that may have arisen during cure period set for by BUNZL in connection with the issuance of a First Warning, the Supplier will receive a further report containing a detailed description of the breach and the actions to be taken by the Supplier to cure such breach as well as a period of time to cure such breach (“Second Warning”);
  - (c) In the event BUNZL should still have reason to believe that the Supplier continues to be in breach of the CR Standards following issuance of a Second Warning, whether in relation to the matter(s) identified in the Second Warning or in relation to a new matter that may have arisen during cure period set for by BUNZL in connection with the issuance of a Second Warning, BUNZL may, at BUNZL’s sole discretion, terminate its business relationship with the Supplier and either (i) cancel, without any liability or obligation on the part of BUNZL, any or all outstanding orders pending with the Supplier and/or (ii) require that the Supplier fulfil and finalise any outstanding orders in accordance with their respective terms.
5. The Supplier acknowledges that any of the following will be considered breaches of BUNZL’s “Zero Tolerance” CR Policy:
- (a) child labour,
  - (b) forced labour
  - (c) illegal workplace discrimination,
  - (d) failure to pay the legal minimum wage and
  - (e) requiring employees to work more than 30 consecutive working days without a day of rest.

In the event BUNZL should have reason to believe that the Supplier is in breach of BUNZL’s “Zero Tolerance” CR Policy, BUNZL will notify the Supplier accordingly pursuant to sections 4(a) and 4(b) above. In the event of failure to comply with BUNZL’s “Zero Tolerance” Policy on the part of the Supplier, BUNZL may, at its sole discretion, terminate its business relationship with the Supplier at any time pursuant to section 4(c) without following the procedure described in sections 4(a) and 4(b) above

6. The Supplier agrees to comply with the laws in effect in the respective applicable jurisdiction(s).
7. The Supplier further agrees not to tolerate or in any way condone any form of corruption or bribery, including but not limited to illegal offers of payments or similar contributions to government officials for the purposes of influencing decisions.
8. The Supplier agrees to assume responsibility for the health and safety of its employees, contain risks and take optimal measures to prevent accidents and occupational illnesses, offer training opportunities and ensure that all employees are acquainted with the principles of occupational safety and develop and deploy an appropriate workplace safety management system.
9. The Supplier further agrees to comply with national and international norms and standards regarding protection of the environment, keep the impact on the environment to a minimum, pursue improvement in the area of environmental protection on an ongoing basis and develop and deploy an appropriate environmental management system.
10. In relation to its dealings with BUNZL, the Supplier agrees
  - (a) to make every reasonable effort to ensure that the CR Principles (in particular with respect to the Zero Tolerance Policy) are introduced and applied along its own value-added chain and
  - (b) to refrain from subcontracting any order received from BUNZL without the prior written consent of BUNZL.

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