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1. Preface

As a family business in its second generation, we are aware of our corporate responsibility toward our customers, employees, investors, the public, and the environment. To meet this responsibility and give our company a sustainable future, we combine successful business with socially responsible conduct.

Given that background, we want to define how we cooperate with our business partners across the entire value chain based on shared values and practices. This Code of Conduct sets out the basic requirements for a responsible business relationship between ELA Container and all its business partners. All partners who work with ELA Container or wish to do so in the future are therefore asked to act in accordance with the Code of Conduct for Business Partners and to comply with the requirements set out in it as well as locally applicable laws. In addition, our business partners should ensure that their own business partners also comply with this Code of Conduct. Acceptance of this Code or its contents is a prerequisite for contractual agreements between ELA Container and its business partners.

The requirements in the Code of Conduct are based on the internationally recognized principles for the upholding of human and labor rights, as expressed in the United Nations Universal Declaration of Human Rights, the ILO core labor standards, the UN Guiding Principles on Business and Human Rights, and the OECD Guidelines for Multinational Enterprises. Furthermore, the requirements are based on the ISO 26000 standard.

2. Compliance with Applicable Legislation and Recognized Standards and Guidelines

Our business partners are required to comply with the applicable national legislation in all business activities and decision-making and to support the relevant internationally recognized standards, guidelines, and principles. In addition, our business partners are to adhere to their own internal company guidelines and voluntary commitments.

3. Business Ethics

3.1 Corruption, Extortion, and Bribery

Our business partners must reject all forms of corruption, extortion, and bribery. Bribes, kickbacks, impermissible donations or other impossible payments, and the granting of certain benefits to a person, company, or public official are not tolerated. Appropriate control procedures have been introduced to prevent influence being exerted on certain decision-making processes.

3.2 Fair Competition and Antitrust Law

Our business partners must compete fairly and comply with the applicable antitrust laws. There is to be no involvement in agreements with competitors in violation of antitrust law, and any existing dominant market position must not be abused. This means that illegal pricing arrangements, agreements on customer allocations, and the exchange of competitively sensitive information are strictly prohibited.

3.3 Data Protection, Intellectual Property, and Plagiarism

Our business partners are to take all necessary precautions to ensure that sensitive data, know-how, and business secrets are adequately protected from access by third parties. The information is only to be used for authorized purposes and in an appropriate manner. In addition, the use of the data is to be communicated transparently to safeguard rights to access and rectification and, if necessary, objection, restriction of processing and erasure. Intellectual property is to be treated with appropriate care and respected, which is why the use, further processing, or marketing of plagiarized products is not authorized.

3.4 Financial Responsibility and Information Disclosure

Our business partners are to conduct their business, retain business records, and report their finances truthfully and properly. Complete and accurate records are to be kept for both financial and nonfinancial reporting to comply with disclosure requirements.

3.5 Conflicts of Interest

Our business partners are to ensure that conflicts of interest of any kind are avoided. If there is any indication of a conflict of interest, the information is to be disclosed immediately to prevent or resolve any influence on business relationships as quickly as possible.

3.6 Export Controls and Economic Sanctions

Our business partners are not to engage in any legally prohibited business activities with sanctioned persons, companies, or organizations. The internationally and nationally applicable provisions of international trade law are to be complied with consistently.

3.7 Whistleblowers and Protection against Retaliation

Our business partners must have a whistleblowing system in place which can be used to report any kind of violation of rules. This is to ensure that whistleblowers are not disadvantaged in any way.

4. Working Conditions and Human Rights

4.1 Child Labor and Young Workers

Our business partners are to prohibit any form of child exploitation across the entire value chain. Only workers who have reached the minimum age required by the applicable national legislation may be employed. In addition, the special protection needs of young workers are to be observed and respected at all times. There must be safeguards to ensure that no shift work, night work, or overtime is performed.

4.2 Modern Slavery

Our business partners are to reject human trafficking and forced labor in any form. The right to free choice of employment is to be respected across the entire value chain. This right is also to include free choice to end employment in compliance with the applicable notice period.

4.3 Working Hours, Wages, and Social Benefits

Our business partners are to ensure that wages and the payment of them are fair and appropriate and, at a minimum, comply with applicable laws and industry standards. Remuneration is to be paid at regular intervals and not unlawfully withheld as a disciplinary or punitive measure. The same applies to social benefits. The hours worked are also not to violate the applicable laws. Overtime is to be voluntary only.

4.4 Occupational Health and Safety

Our business partners are to ensure a healthy and hazard-free working environment. Occupational health and safety is to be an integral part of all business processes and included from the outset in all technical, commercial, and social matters.

Building safety and fire protection regulations, in addition to local regulations on occupational health and safety, are to be complied with to minimize the risk of accidents and occupational illnesses. If necessary, all employees are to be provided with personal protective equipment at all

times. Employees are also to have the right and duty to leave the workplace without special permission if there is an immediate danger.

4.5 Emergency Preparedness

Our business partners are to regularly identify and assess potential emergency situations. The effects of an emergency situation are to be minimized by, among other things, a reporting system for emergencies, evacuation measures and emergency drills, and regular employee training.

4.6 Freedom of Association and Collective Bargaining

Our business partners are to respect freedom of association and the right to form stakeholder groups and protect personal interests. Employees who are members of a trade union or employee representative body are not to be advantaged or disadvantaged.

4.7 Harassment and Nondiscrimination

Our business partners are to value respectful interaction with one another. Harassment, intimidation, or bullying or any other unwanted physical or verbal form of behavior embarrassing fellow human beings is not to be tolerated. The same applies to any kind of discrimination based on ethnic origin, nationality, gender, religion, sexual orientation, or other grounds.

5. Environment

5.1 Greenhouse Gas Emissions, Energy Efficiency and Renewable Energies

Our business partners are to constantly improve energy -performance, including energy efficiency, energy use, and energy consumption, through corresponding energy management, conscious action, and constant awareness raising among employees.

5.2 Conservation of Resources

Our business partners are to strive to use resources responsibly and sparingly in their business activities. The use of environmentally harmful commodities, materials, and production processes is to be avoided as far as possible to prevent all types of waste, including in relation to water and air emissions. Chemicals and other materials that pose a risk to the environment if released are to be properly controlled to ensure safe and secure transportation, storage, use, and disposal. Sewage is also to be disposed of via authorized facilities, ensuring that effluent can be retraced. In the event of a threat to the environment or groundwater, appropriate emergency plans are to be in place with suitable measures and trained personnel.

5.3 Sustainable Raw-Material Procurement

To protect ecosystems and biodiversity, our business partners are to ensure that no raw materials are extracted from nature reserves.

In addition, measures are to be developed continuously to improve the transparency and traceability of the raw materials used in products. Products are not to be selected if they contain metals whose source minerals originate from a conflict region and which contribute directly or indirectly to the financing or support of armed groups and human rights violations.

6. German Supply Chain Act Requirements

1. In connection with the provision of goods and/or services to ELA, the supplier is to ensure that the protected legal positions under section 2(1) of the German Supply Chain Due Diligence Act (LkSG) and the prohibitions under section 2(2) and (3) are observed, and is to make best efforts to pass this on throughout the supply chain.
2. Upon request, the supplier is to provide ELA with information that is suitable for verifying the supplier's compliance with human rights and environmental obligations.
3. The supplier is required to inform ELA immediately in text form of any certification changes that are of material importance for the fulfillment of the contractual obligations or for the continuation of the contractual cooperation. In the event of the loss of a certification required for the contractual cooperation, both parties will have the right to review the continuation of the cooperation under the changed conditions. If it is not possible to continue the cooperation, either party may terminate the contract in writing after giving 30 days' notice.
4. The supplier is to ensure that it provides ELA or a third party contracted by ELA with appropriate support if trigger-based audits are carried out on the supplier's premises.
5. ELA undertakes to treat all information received as part of an audit as confidential and to use it exclusively for the purpose of the audit. The supplier is entitled to withhold sensitive information that is legally prohibited to be disclosed provided that this is made transparent to ELA.

7. Reporting of Violations

A multilingual reporting channel is available to our business partners for reporting significant compliance violations. This reporting channel allows a confidential and secure dialog with ELA Container.

Compliance hotline

In writing: Compliance hotline

By telephone: +49 (0)800 5062 000

8. Consequences of Noncompliance

The Code of Conduct for Business Partners is an integral part of all contracts with ELA Container and must be complied with in full. In the event of a violation of the Code of Conduct for Business Partners, ELA Container will respond based on the severity of the violation. If the business partners fail to rectify the defects, ELA Container will be entitled at all times to claim damages and terminate the contract without notice.

9. Changes to the Code of Conduct

- 1. Right to make changes:** ELA reserves the right to make changes or additions to this Code of Conduct for Business Partners. Changes or additions may only be made for valid and comprehensible reasons, for reasons including in particular changes in the legal environment, case law, or other comparable ones.
- 2. Duty to provide information:** ELA will inform its business partners in text form of any changes or additions to the Code of Conduct. Information will be provided with a reasonable notice period of at least 30 days before the changes come into effect.
- 3. Right to object and consequences:** if a business partner does not object to the changes in text form within 30 days of receipt of the notification, the changes will be deemed to have been accepted. An objection by the business partner by the deadline will not cause termination of the contractual relationship, but rather a review and, if necessary, adjustment of the existing contract. If the objection results in the contractual cooperation no longer being possible, the parties maintain the right to terminate or adjust the contractual relationship.

10. Signature

The Code of Conduct for Business Partners is an integral part of all contracts with ELA Container and must be complied with in full. We hereby confirm that we have read and understood the ELA Container Code of Conduct for Business Partners, which is valid as of today, and that we shall be obliged to comply with it.

This page has been signed by a duly authorized representative of the following business partner of ELA Container.

Company:

Business address:

Name of the signatory:

Job title:

Place, date

Signature