

DRUCKFARBENGROUP

SUPPLIER CODE OF CONDUCT

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Druckfarben Hellas and its Group companies are committed to responsible sourcing, safe products, respect for people and environmental stewardship. We expect our suppliers to share these principles and work with us to improve supply-chain practices.

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CHAPTER 1

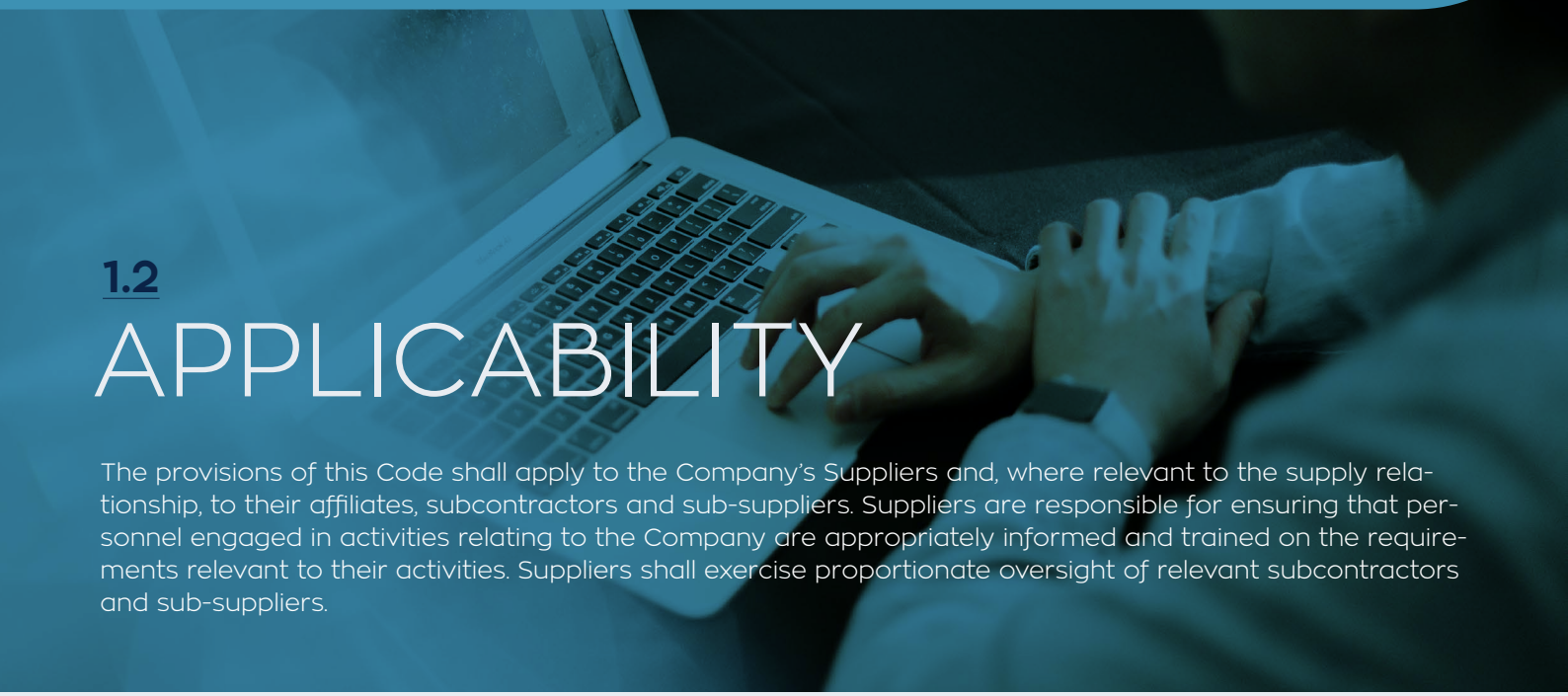
1.1
PURPOSE

This Supplier Code of Conduct (the "Code") establishes minimum environmental, social, governance, occupational health and safety, product stewardship and business integrity requirements for suppliers, contractors, agents, distributors, logistics providers, toll manufacturers, labour agencies and service providers (collectively, "Suppliers") of Druckfarben Hellas SA (and its subsidiaries and affiliates (the "Group" or "Company"), including relevant operations in Romania, Nigeria, Bulgaria and Serbia. It applies to goods and services supplied to any Group business unit or site, including chemical raw materials, substances, mixtures, intermediates, formulations, packaging and related services.

The purpose of this Code is to promote responsible, lawful, safe and sustainable business conduct throughout the supply chain. The Code applies to activities connected with the development, sourcing, manufacture, processing, packaging, storage, handling, transport and delivery of products and services to the Company. Suppliers shall communicate the requirements of this Code, or substantively equivalent requirements, to relevant affiliates, subcontractors and sub-suppliers whose activities may materially affect goods or services supplied to the Company.

In the context of applying best practices, it aims to establish, on the level of operation of the cooperating Suppliers, the following conditions: The Group is committed to fair and transparent tendering, objective supplier-selection criteria, payment within agreed terms, and reasonable notice of lead times and order changes, subject to contractual arrangements.

- Consolidation of healthy competition by offering equal opportunities in tendering procedures.
- Support and enhancement of local communities through cooperation with local Suppliers, contributing to their social welfare and economic development, while reducing the environmental footprint, creating stable and long-term professional relationships.
- Encouragement of new, responsible Suppliers who advance social interest and protect the environment with their business conduct.
- Establishment of ethical business practices.
- Harmonization with the international standards, regulations and provisions of national legislation on labour and the environment.



1.2
APPLICABILITY

The provisions of this Code shall apply to the Company's Suppliers and, where relevant to the supply relationship, to their affiliates, subcontractors and sub-suppliers. Suppliers are responsible for ensuring that personnel engaged in activities relating to the Company are appropriately informed and trained on the requirements relevant to their activities. Suppliers shall exercise proportionate oversight of relevant subcontractors and sub-suppliers.

1.3
COMPLIANCE

Suppliers shall comply with all laws and regulations applicable to their operations and to the goods and services supplied to the Company, as well as with the requirements of this Code to the extent contractually applicable. The Company may maintain proportionate mechanisms and procedures for monitoring and evaluating Supplier compliance. Suppliers shall reasonably cooperate with such evaluations and with agreed corrective actions. Where this Code imposes a stricter requirement than applicable local law, Suppliers shall comply with this Code to the extent legally permissible. Mandatory law prevails in the event of a conflict, and Suppliers shall notify the Company promptly of any material conflict.

The Company may periodically revise this Code to reflect changes in applicable law, regulatory requirements, recognised standards or responsible-procurement requirements. Revised versions shall become binding on existing Suppliers in accordance with the applicable contractual arrangements or upon acceptance where such acceptance is required.

1.4
CONTINUOUS IMPROVEMENT

The Company recognises that continuous improvement is an important element of responsible supply-chain management. Where a non-conformity is identified, the Supplier shall take proportionate corrective and preventive action within an agreed or reasonably specified period. Serious, repeated or unremedied non-compliance may result in suspension of Supplier approval, suspension of affected orders or exercise of termination or other rights available under the applicable contract or law.

1.5
APPLICATION

Acknowledgement of the Suppliers' Code of Conduct is a prerequisite for any procurement of goods or services. The acceptance and compliance of the Supplier with the Code is documented by its endorsement and annexing of the Code to the signed agreements. For procurement awards that are not accompanied by a Contract, given that the Suppliers' Code of Conduct is posted on the Company's website, upon acceptance of the award the relevant Supplier must certify that it is aware of and accepts the terms and basic principles of the Code.

1.6
DEFINITIONS

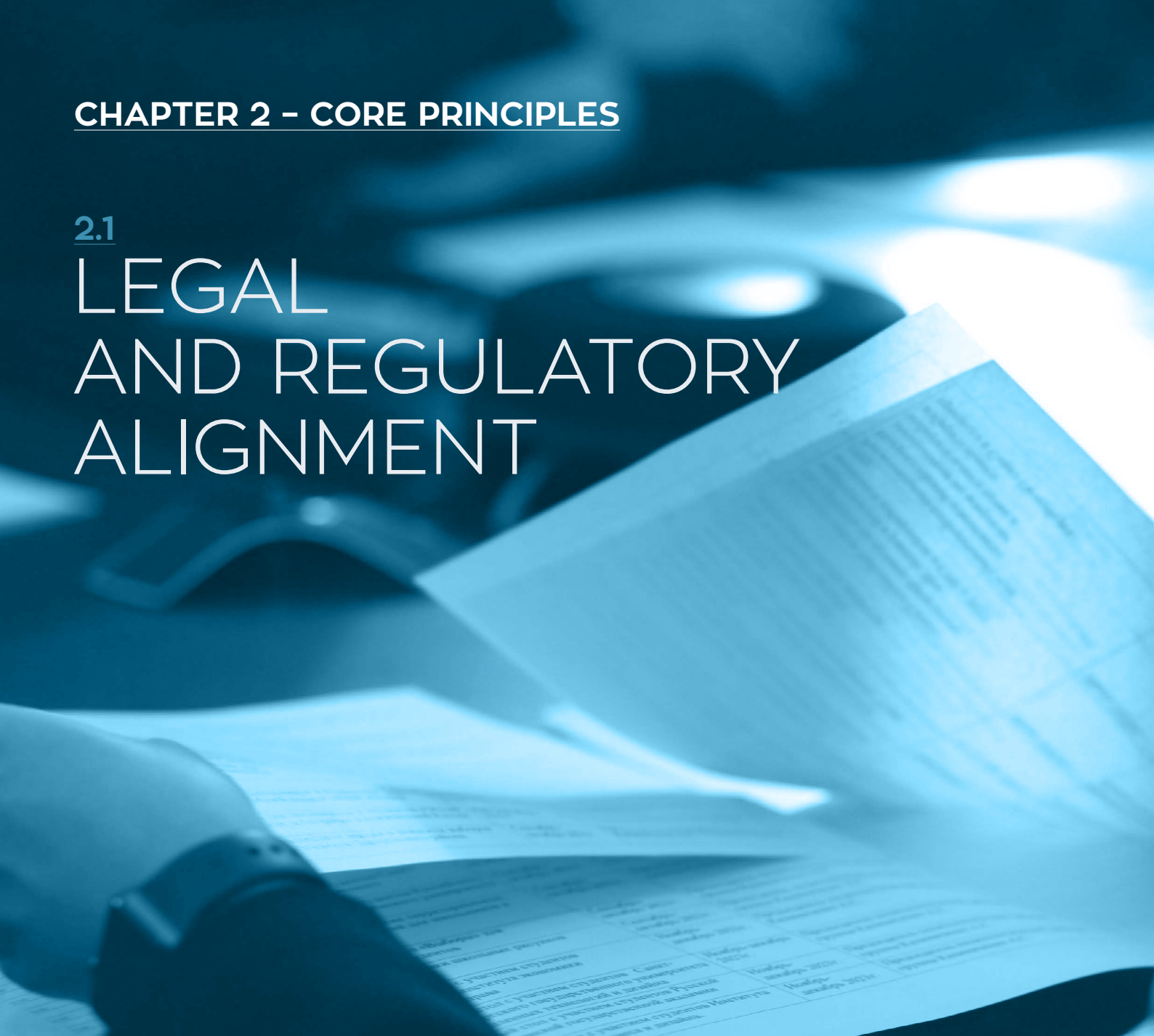
Applicable Standards:
all laws, regulations, permits, licences and legally binding requirements applicable to the Supplier, its operations or the goods and services supplied to the Company, together with relevant recognised ESG, product stewardship and industry standards where contractually applicable.

Hazardous Substances:
chemicals classified as hazardous under applicable hazard communication systems such as GHS/CLP, and analogous systems in other jurisdictions.

High Risk Materials:
materials associated with elevated ESG risk due to toxicity, origin, traceability limitations, or geopolitical exposure, including substances of very high concern (SVHC) and other substances of concern..

Subcontractor:
any third party engaged by a Supplier for any portion of the work relating to the supply of goods or services to the Company. Worker: any individual performing work for a Supplier, including permanent, temporary, agency and migrant workers.

2.1
LEGAL AND REGULATORY ALIGNMENT



Suppliers shall comply with all laws and regulations applicable to their operations and to the products and services supplied to the Company.

- For chemical products, Suppliers shall comply, to the extent applicable, with Regulation (EC) No 1907/2006 (REACH), Regulation (EC) No 1272/2008 (CLP), and other applicable requirements concerning registration, authorisation, restriction, classification, labelling, packaging, Safety Data Sheets and hazard communication. Where applicable to supplied materials and their intended uses, Suppliers shall also comply with food-contact requirements, including Regulation (EC) No 1935/2004, Regulation (EC) No 2023/2006, relevant provisions of Swiss Ordinance SR 817.023.21, and applicable EuPIA Exclusion Policy requirements communicated or contractually agreed by the Company.
- Suppliers shall obtain, maintain and comply with all permits, licences, registrations and authorisations required for their operations and products. Suppliers shall notify the Company without undue delay of any suspension, withdrawal, material restriction, regulatory action, product recall or other material compliance issue that could reasonably affect product safety, legality, quality or continuity of supply.

2.2

LABOUR - HUMAN RIGHTS

The Company endorses the United Nations Universal Declaration of Human Rights and the ILO fundamental principles and rights at work and expects Suppliers to respect the human rights of all workers and communities affected by their operations. Suppliers shall respect workers' rights to form, join or decline to join trade unions and to bargain collectively, consistent with applicable law.

Employment Practice

Employment shall be voluntary and governed by applicable local law. Workers shall receive written employment terms in a language they understand, shall not be charged recruitment fees or deposits, and shall be free to leave employment on reasonable notice. Workers recruited through agencies shall receive equivalent legal protections. Suppliers shall not evade employment or social-security obligations through temporary, agency, subcontracted or other employment arrangements.

Treatment of Employees

All employees must enjoy fair and equal treatment. The Supplier must operate with dignity, respect and integrity in how it treats its employees and must respect their rights to private and family life. Any form of mental, physical, sexual or verbal abuse, threat or other form of intimidation is not acceptable to the Company and is not allowed.

Prohibition of Discrimination

Suppliers shall not discriminate in recruitment, employment, remuneration, training or advancement based on race, colour, religion, sex, age, disability, nationality, ethnic or social origin, political opinion, sexual orientation, gender identity, health status, union membership, marital or pregnancy status, or any other characteristic protected by applicable law. Suppliers shall provide equal pay for work of equal value.

Avoidance of Forced Labour

Suppliers shall not use or benefit from forced, bonded, indentured or involuntary prison labour, slavery or human trafficking. Workers shall retain control of their identity documents, shall not pay deposits, and shall be free to move and leave employment on reasonable notice, subject to applicable law.

Minimum Employment Age

It is strictly forbidden to use or take up employment with persons under the minimum age in accordance with the Minimum Age Convention of the International Labour Organisation and the national legislation.

Working Time

Suppliers shall comply with all applicable laws, regulations and collective agreements governing working hours, overtime, rest periods and leave. Working hours and overtime shall remain within legally permitted limits, and overtime shall be voluntary, where required by applicable law, and compensated in accordance with applicable legal requirements. Suppliers shall ensure that working-time arrangements provide adequate rest and protect workers' health and safety.

Wages and Benefits

Suppliers shall pay at least the applicable statutory or collectively agreed minimum wage, whichever is higher, together with legally required benefits and overtime pay. Wages shall be paid regularly, in full and in legal tender, accompanied by understandable payslips. Benefits in kind shall not substitute for the legal minimum wage. Deductions shall be lawful, transparent and not used as unlawful disciplinary penalties.

2.3

HEALTH AND SAFETY

Suppliers are responsible for the physical and mental health and safety of their employees in all aspects of work, and for taking measures to ensure the health and safety of third parties, while also focusing on risk prevention. Suppliers are not relieved of this responsibility in case the employees do not comply with their obligations, nor in case the tasks of protection and prevention of occupational risk have been assigned to a safety technician and/or occupational physician. Suppliers working at Company premises shall comply with site rules, safety inductions and applicable permit-to-work procedures. Suppliers shall notify the Company without undue delay of any fatality or serious accident involving their workers on Company premises or directly connected with goods or services supplied to the Company.

Working Environment

The Supplier must provide conditions of health and safety in the working environment in accordance with international standards and the relevant legislation. Therefore, it must ensure that its facilities provide access to drinking water, have adequate lighting, ventilation, temperature, sewerage and are adequately maintained. Moreover, if required, personal protective equipment must be provided free of charge using appropriately designed workstations.

Emergency Response

The Supplier must be prepared to respond to emergencies. It must provide all employees with information on evacuation procedures and relevant training, through repeated drills, on first aid, fire safety, identification of emergency exits and on responding to serious and imminent danger in general.

Quality and Safety

All products and services provided by the Supplier to the Company must meet the quality and safety criteria of international standards as well as the specifications and requirements of the Company.

Health and Safety Management System

Suppliers shall maintain a documented occupational health and safety management system aligned with ISO 45001 or an equivalent recognised framework, proportionate to their risk and scale. Certification is preferred but not mandatory unless contractually agreed. Where a system is not yet in place, the Company may agree a risk-based transition plan.



2.4

ENVIRONMENTAL STEWARDSHIP

The Company, being particularly sensitive to environmental responsibility matters, expects its Suppliers to comply with all applicable legal requirements for the environment, demonstrating continuous qualitative and quantitative improvement in their performance in environmental protection matters.

In addition, the Supplier is expected to seek and support innovative solutions in products and services that offer environmental and social benefits. Suppliers should measure Scope 1 and Scope 2 greenhouse-gas emissions using a recognised methodology, establish proportionate reduction objectives, and provide relevant emissions or product carbon-footprint data on reasonable request where available. Material Scope 3 emissions should be assessed progressively where feasible and proportionate to risk, size and data availability.

Environmental Licensing

The Supplier must apply the environmental protection legislation, obtain and keep all the necessary licenses and certifications, be constantly informed of the best practices, so that it may operate at any time in accordance with the applicable legal framework.

Environmental Management System

Suppliers shall maintain a documented environmental management system aligned with ISO 14001, EMAS or an equivalent recognised framework, proportionate to their operations and risks. Certification is preferred but not mandatory unless contractually agreed; a reasonable transition plan may be agreed where necessary.

Hazardous Materials and Product Safety

The Supplier must identify any hazardous materials and substances, ensure their safe handling, disposal, transport, storage, recycling, re-use and deposition. The Supplier must fully comply, on the one hand, with the applicable laws and regulations related to hazardous materials, chemicals and other substances, and, on the other hand, with the restrictions and safety requirements of the products. All employees, under the responsibility of the Supplier, must be informed and trained on product safety practices.

Consumption of Resources - Pollution Prevention - Minimization of Waste

The Supplier, using appropriate practices, must optimise the consumption of natural resources, including energy and water. It must also demonstrably improve its environmental performance in pollution prevention and in the minimization of solid and liquid waste, gas emissions and noise. Before the final disposal of liquid and solid waste, the Supplier must proceed to their characterization and proper handling in accordance with the applicable laws and regulations.



2.5

INTEGRITY, ETHICS AND BUSINESS CONDUCT

The Company considers integrity, ethics and credibility in its relations with stakeholders to be fundamental to sustainable business. Suppliers shall comply with applicable anti-bribery, anti-corruption, competition, trade and other business-integrity laws and shall conduct business in accordance with recognised standards of ethical conduct.

Business Ethics

Suppliers shall not offer, promise or provide improper benefits to secure business advantage. Gifts or hospitality to Company employees or their relatives shall be limited to occasional modest non-cash courtesies consistent with applicable law and Company policy; no gifts or hospitality shall be offered during tenders or contract negotiations.

Report of Conflict of Interest

Before submitting a quotation or entering into a contract, and promptly upon any subsequent change, Suppliers shall disclose any actual or potential material conflict of interest, including relevant family, ownership or financial relationships between their owners, directors or account managers and Company employees or directors.

Intellectual Property Protection

The Supplier must take appropriate measures to protect and maintain all information about the Company and its partners. This information shall be treated as confidential, shall be used only in cases where it is specifically stipulated under its contractual obligations and shall not be disclosed to third parties. In case of subcontracting, the exchange of confidential information must be carried out upon the written consent of the Company.

Information - Entries

The Supplier must keep transparent and up-to-date records - books, with all the information (structure, professional activity, financial data, certifications, procedures, etc.) that document its compliance with all applicable laws, regulations and business practices.

Origin of Raw Materials

The Supplier shall maintain traceability information appropriate to the nature and risk profile of relevant raw materials. Upon reasonable request, the Supplier shall provide the Company with available information concerning origin, chain of custody and relevant certifications where reasonably necessary to assess legal, product-stewardship or ESG compliance.

Complaints Management

Suppliers shall provide workers and other affected persons with an accessible, confidential mechanism to raise concerns without fear of retaliation and shall investigate and address reports appropriately. Workers shall also be informed that concerns connected with goods or services supplied to the Company may be reported through the Company's reporting channels.



2.6

PRODUCT STEWARDSHIP AND CHEMICALS MANAGEMENT

- Suppliers shall maintain complete, accurate and current Safety Data Sheets and compliant labels in the language(s) required for the destination market and shall provide updated hazard information without undue delay whenever required by applicable law.
- Suppliers shall operate a documented Management of Change (MoC) process. They shall provide reasonable prior written notice of any material change affecting composition, raw materials, manufacturing site, process conditions, regulatory status or other characteristics that could affect compliance, quality, safety or EHS risk. Where a contract, quality agreement or specification requires prior approval, the change shall not be implemented for products supplied to the Company before such approval is obtained.
- Suppliers shall implement safe storage, handling, packaging and transportation practices, including appropriate segregation, ventilation, temperature control, compatibility management and containment, and shall comply with applicable dangerous-goods requirements, including UN markings where relevant.
- Suppliers shall maintain process-safety practices proportionate to the hazards involved, including appropriate hazard assessment (such as HAZOP/HAZID where relevant), preventive maintenance, integrity testing, emergency planning, Management of Change and incident investigation.
- Suppliers shall comply with applicable legal restrictions and any Restricted Substances List (RSL) or product specification communicated by the Company and contractually applicable. Suppliers shall notify the Company of regulated substances, including SVHC-type substances where applicable, at or above legally applicable disclosure thresholds. At onboarding and whenever relevant information changes, Suppliers shall declare, to the extent known following reasonable inquiry and legally required or contractually agreed, the presence and concentration ranges of REACH Candidate List SVHCs and other specified substances of concern in supplied materials. Suppliers shall update declarations within 30 days of a relevant Candidate List update where it affects supplied materials.

2.7

GOVERNANCE AND BUSINESS INTEGRITY

- Suppliers shall maintain a culture of integrity and shall not engage in bribery, corruption, extortion, kickbacks or unlawful facilitation payments.
- Suppliers shall avoid conflicts of interest and shall promptly disclose any actual or potential material conflict that could reasonably influence business decisions involving the Company.
- Suppliers shall comply with applicable competition and antitrust laws and shall not engage in price-fixing, market or customer allocation, bid-rigging or other prohibited anti-competitive conduct.
- Suppliers shall protect confidential information and intellectual property and shall implement data-protection and cybersecurity controls proportionate to the nature and sensitivity of information processed and applicable risks.
- Suppliers shall comply with applicable sanctions, export controls, import restrictions and customs requirements and shall maintain proportionate controls for relevant parties, transactions and destinations.

2.8

SUPPLY CHAIN DUE DILIGENCE AND TRACEABILITY

- Suppliers shall conduct proportionate, risk-based due diligence for relevant raw materials and intermediates, considering origin, human-rights, environmental, corruption, sanctions and other material ESG risks, including potential links to illegal activity or severe environmental harm. Where relevant, Suppliers shall identify the presence of tin, tantalum, tungsten, gold, cobalt, mica and bio-based feedstocks presenting deforestation risks, and provide reasonably available origin and due-diligence information consistent with applicable law and relevant OECD guidance. Additional high-risk materials may be identified through risk assessment rather than a fixed exhaustive list.
- Suppliers shall maintain traceability appropriate to product risk, including batch/lot traceability, chain-of-custody documentation and verification of relevant certifications where applicable.
- Suppliers shall communicate the requirements of this Code, or substantively equivalent requirements, to relevant Subcontractors and sub-suppliers and shall maintain proportionate oversight of their compliance. The Supplier remains responsible to the Company for performance of its own contractual obligations notwithstanding the use of any Subcontractor or sub-supplier.

2.9

MONITORING, ENGAGEMENT, AND IMPROVEMENT

- The Company may request information, meetings and supporting documentation reasonably necessary to assess compliance with this Code. On reasonable prior notice and subject to appropriate confidentiality, security and safety arrangements, the Company or an independent third party acting on its behalf may conduct a risk-based assessment or audit. Suppliers shall provide reasonable access to relevant documentation, responsible personnel and, where reasonably necessary and legally permissible, relevant facilities. To avoid unnecessary duplication, the Company may accept recent relevant certifications, independent assessments, recognised supplier ratings or equivalent evidence in place of repeat audits, subject to adequacy, scope and risk.
- Where a non-conformity is identified, Suppliers shall promptly address any immediate risk and shall develop and implement corrective and preventive actions within agreed or reasonably specified timelines, including root-cause analysis where appropriate, and provide reasonable evidence of completion.
- An assessment or audit by the Company does not relieve the Supplier of responsibility for compliance. Material, repeated or unremedied non-compliance may result in reassessment or suspension of Supplier approval and the exercise of rights available under the applicable contract or law.



2.10

MATERIAL BREACHES AND REMEDIES

The Supplier shall notify the Company without undue delay upon becoming aware of a material breach of this Code connected with goods or services supplied to the Company.

Where a breach creates a serious or imminent risk to human health, safety, the environment, product compliance or legal compliance, the Supplier shall take immediate containment and corrective measures. Subject to the applicable contractual arrangements and applicable law, the Company may require corrective action, additional assurance, suspension of affected deliveries or Supplier approval, or exercise termination or other contractual remedies in cases of serious, repeated or unremedied non-compliance.

2.11

REPORTING CHANNELS

Concerns relating to this Code, applicable law or other serious ethical or compliance matters connected with Company business may be raised through the Company reporting channels. Reports should be made in good faith or on reasonable grounds. Retaliation against any person for raising a concern in good faith, participating in an investigation or exercising a legally protected reporting right is prohibited. Nothing in this Code restricts any person from reporting directly to a competent public authority, regulator or other legally authorised external reporting channel.

2.12

DOCUMENTATION AND RETENTION

Suppliers shall maintain accurate records reasonably necessary to demonstrate compliance with this Code and applicable law, including permits, licences, training, incidents, audits, corrective actions, Safety Data Sheets, waste and traceability records. Records shall be retained for at least five years unless a longer period is required by applicable law or contract; personal data shall not be retained longer than legally permitted or necessary. Records shall be made available upon reasonable request subject to confidentiality and legal restrictions.

2.13

ESG ASSESSMENT INTEGRATION



Suppliers may be requested to complete proportionate ESG, compliance, product-stewardship or sustainability assessments during onboarding and review.

Requests shall reflect supplier size, sector and risk; for suppliers with fewer than 1,000 employees, sustainability-reporting requests should ordinarily not exceed the scope of the EU voluntary sustainability reporting standard for SMEs, unless legally required or justified by specific product or supply-chain risks. Equivalent existing evidence, including relevant certificates, EcoVadis assessments or published sustainability statements, may be accepted. Information submitted shall be accurate to the best of the Supplier's knowledge after reasonable inquiry and material inaccuracies shall be corrected promptly.

2.14

ACKNOWLEDGMENT AND FLOW-DOWN

Suppliers are required to acknowledge and accept this Code and to communicate its applicable requirements internally and to relevant Subcontractors and sub-suppliers. Where the Code is incorporated into or referenced by a purchase order, supply agreement or other binding agreement, it forms an integral part of the Supplier's obligations. Compliance with this Code is a requirement for Supplier approval and continued qualification, subject to the applicable contractual arrangements.

CHAPTER 3 – REPORTS PROCEDURE

Suspected breaches of this Code may be reported through the approved reporting channels made available by the Company, which shall be operated in accordance with applicable confidentiality and reporting-person protection requirements. Nothing in this procedure prevents a person from using a competent external reporting channel or otherwise exercising rights protected by applicable law.

Reports may be submitted as follows:

- Via phone to the dedicated number +30 .....
- Via email at .....