

Supplier Code of Conduct



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I. INTRODUCTION

Purpose

In alignment with the Corporate Code of Conduct of the Vidrala Group, Vidrala has developed this Supplier and Subcontractor (“Supplier”) Code of Conduct (“Code”) to establish the minimum ethical standards Vidrala expects its Supplier to adhere to and implement throughout their business dealings, ensuring safe working conditions, high ethical standards and responsible and environmentally friendly processes.

Vidrala seeks to do business with suppliers with a high commitment towards sustainability that actively promote good

practices to improve the environment and the communities where they operate.

Vidrala encourages suppliers to exceed the requirements of this Code and promote corporate social responsibility policies that contribute actively to economic, social and environmental improvement.

The same principle of fair and honest dealings must be replicated by the Suppliers in their own supply chains and to all others with whom they do business, including workers, vendors and associated communities.



II. SCOPE AND PRINCIPLES

1. Scope of application

The principles and guidelines contained in the Code apply to all Vidrala Group company Suppliers, regardless of their geographical location or functional reporting, or the Vidrala Group company they provide their services for or with which they have a contractual relationship, within the limits established by law.

2. Compliance with laws and Contract Obligations

Vidrala requires the Supplier to operate in full compliance with all applicable laws, rules and regulations where the Supplier conducts its business. Additionally, Vidrala expects the Supplier to adhere to the specific requirements of the Code and apply these expectations and dealings within its supply chains.

In particular, the Supplier must ensure that all its duties, obligations and undertakings in relation to Vidrala are performed in a manner which does not infringe any law or regulation applicable to the Supplier, Vidrala or the transactions between them.

The Supplier must observe instructions given by Vidrala for the contracted supply or task, ensuring that the Supplier's employees working with Vidrala also comply with the Code.

3. Business Integrity

The Supplier must conduct its business in an ethical and responsible manner, competing fairly and desisting from unfair trade practices against competitors, always according to the law in the markets where the Supplier conducts its business.

Corruption, bribery or any other unacceptable commercial practice towards the authorities, other suppliers, Vidrala Group personnel or people related directly or through marriage will not be tolerated in any way. Suppliers must comply with the crime prevention, anti-corruption and anti-fraud policies of the Vidrala Group, as well as the strictest rules of ethical and moral conduct and applicable international treaties and laws, ensuring the establishment of adequate procedures for such purposes.

The Supplier must ensure that sufficient procedures for potential conflict of interest situations are in place, not taking advantage of any family, social or political connections.

4. Prevention of Money Laundering and Financing of Terrorism.

The Vidrala Group absolutely prohibits (i) the acquisition, possession, use, conversion or transmission of money, funds, financial assets or any kind of property resulting from criminal activity; (ii) collaboration with third parties to hide or conceal the illicit origin of money, funds, financial assets or any kind of goods (iii) the maintenance of commercial relationships that may serve directly or indirectly to finance terrorist activities to channel funds destined to (or from) terrorist activities and/or to provide any kind of collaboration with terrorist groups.

The Supplier will adopt all the necessary measures to prevent its operations from being used to cover the origin of money or assets linked to illicit activities and its employees from facilitating tax evasion.

All payment received by the Vidrala Group Supplier must be for an invoice or provision of real funds resulting from a contract executed or to be executed and must be backed by the corresponding commercial and tax documentation and duly accounted for, in accordance with applicable regulations.

The Supplier must keep the Vidrala Group informed about the beneficial ownership of the company or companies that provide services or supply products, as well as the nature of their business and the funds allocated to comply with the contract, including the holders of bank accounts where payments are made.

5. Transparency and Confidentiality

Suppliers are obliged to maintain the confidentiality of all information they become aware of as a result of their functions. This applies especially to information that could be used for the benefit of third parties or to the detriment of the organisation itself.

The Supplier must make appropriate use of confidential information concerning Vidrala to which it has access due to its commercial relationship; that is, all that related to the Vidrala Group which has not been made public.

The Supplier undertakes not to disclose the business plans, procedures, methods, information, commercial or industrial data, know-how and technical documents belonging to Vidrala relating to its business, which are considered confidential by their very nature; it undertakes to keep them in the strictest confidentiality and prevent unauthorised third parties from becoming aware of them; this comprises information that either is or was in its possession, due to it providing the services or supply.

Suppliers must not try to obtain confidential information, particularly that not available to other bidders, in relation to their contracts with Group companies.

Similarly, the Supplier undertakes not to make any statement that could unduly affect or damage the image of Vidrala, its brands or the reputation of its products, bodies, senior managers or employees.

Suppliers should carry out business transparently and ensure that accurate accounts and records are kept of business transactions to enable traceability.

6. Data Protection

The Supplier shall comply with all applicable data protection laws (as appropriate to the location services are rendered) when processing any personal data on Vidrala's behalf. The supplier must guarantee a level of protection and compliance with personal data protection legislation equivalent to that practised by the Vidrala Group when processing information about identified or identifiable individuals related to the Vidrala Group. In particular, the Supplier shall have in place appropriate measures to:

(a) protect the integrity and confidentiality of information (including information belonging to or supplied by Vidrala) held on its systems (which include physical and online or electronic systems); and
(b) ensure that there is no unauthorised access of the information by third parties, including its supplier's, vendors, agents, and subcontractors who are involved in Vidrala's supply chain.

7. Human and Labour Rights

The Supplier must comply with the core conventions established by the International Labour Organisation (ILO).

The Supplier must pay workers at least the minimum wage and provide accident insurance for its staff according to applicable legislation.

Suppliers must commit to upholding the human rights of workers and to treat them with dignity and respect. This applies to all workers, including temporary workers, trainees, direct employees and any other type of worker.

Suppliers are strictly prohibited from using forced, involuntary labour, under conditions of exploitation, servitude, slavery or human trafficking. This includes the transport, concealment, recruitment and movement of people by threat, force, coercion, kidnapping, deceptive practices or fraud. Work must always be voluntary and workers must be able to accept and resign from their jobs freely.

During recruitment processes, Suppliers must comply with local regulations and procedures that prohibit clandestine work. Employees must be provided with an employment contract written in a language they understand that contains a description of their employment terms and conditions.

Suppliers will not benefit from or become involved in the use of child labour. The term "child" refers to persons under 16 years of age or under the legal minimum working age if this is older than 16.

8. Harassment and Inappropriate Conduct

The supplier must provide a safe and stimulating working environment for its employees, respecting legal requirements and applicable ethical standards.

Vidrala requires its suppliers to comply with current regulations in the countries where the suppliers operate in line with Convention 190 and Recommendation 206 of the International Labour Organisation (ILO). Conduct which is irregular or contrary to these principles is unacceptable. Thus, the supplier is required to prevent and deal with such misconduct in accordance with the law, guaranteeing fair and impartial treatment in the resolution of conflicts.

Suppliers are expected to treat their employees with respect and dignity and not to tolerate or engage in any form of mistreatment, including sexual harassment or abuse, corporal punishment, physical or mental coercion or verbal abuse.

The supplier is responsible for these principles being applied in its supply chain, and will ensure that absolutely no abusive, hostile or offensive behaviour towards any member of its organisation is tolerated.

9. Non-Discrimination and Women's Rights

Suppliers will not engage in or tolerate any form of discrimination, in particular in relation to salaries, hiring, access to training, promotion, maternity protection and dismissal or retirement, based on race, ethnic origin, religion, age, disability, pregnancy, sexual orientation, political affiliation, union affiliation, nationality, language, gender identity or social class.

Likewise, the Vidrala Group must ensure compliance with a regime of political, philosophical and religious neutrality of all kinds in relationships that occur both internally and externally.

Suppliers must ensure female workers receive equal treatment in all aspects of employment. They must operate in full compliance with all applicable gender equality laws and policies in the countries where they operate, and be fully compliant with the United Nations' Universal Declaration of Human Rights.

10. Subcontracting

Suppliers must be responsible for their own suppliers and subcontractors are subject to the principles of conduct established in this section.

The level of subcontracted work must always comply with the applicable legislation. The supplier is responsible for its workers and subcontractors complying with Safety and Environmental

Management procedures on the Vidrala sites where they operate.

11. Security, Health, Safety and Well-being

Suppliers must offer their employees a healthy work environment and collaborate in a process of continuous improvement to protect and promote the health, safety and well-being of workers and the sustainability of the work environment.

Suppliers must provide a safe working environment, maintaining robust procedures and systems to reduce potential hazards and mitigate risks with effective control measures (e.g. ISO45001 or equivalent) to prevent incidents, injury and provide satisfactory welfare arrangements.

All personnel working on Vidrala's sites must abide by the safe working instructions and practices established there. The Supplier must also provide Vidrala with technical information about its product, including that regarding proper handling and use, additional safety measures to be taken and the occupational risks its normal use entails.

12. Quality and Safety of Products and Services Supplied

All products and services delivered by the Supplier must meet the quality and safety standards and parameters required by

applicable laws, regulations and contract obligations.

In alignment with Vidrala's product compliance statement, the supplier must take all reasonable measures and precautions and exercise due diligence to eliminate or minimise the risk of accidental or intentional contamination of the products supplied to Vidrala, from either itself or any other person or entity under the supplier's control.

The supplier must implement all necessary measures to meet Vidrala's requirements and comply with applicable legislation regarding materials intended to come into contact with food and beverages, by promoting internal good practice at both a manufacturing and management level. The Supplier is expected to follow a philosophy based on continuous improvement by providing high quality solutions and efficient control systems.

13. Intellectual Property and Trademarks

The supplier must observe all copyrights on trademarks, designs, names, logos, inventions, patents, work and discoveries subject to any form of intellectual property or industrial protection.

14. Local Communities

The Supplier must be committed to operating in a socially responsible manner, in full compliance with the law. It must

respect the common customs and principles in the communities' regulations where the Supplier operates and be sensitive to cultural diversity within the organisation and its environment.

Vidrala expects the Supplier to contribute to the social, economic and institutional development of the communities in which it operates.

15. Environment

Sustainability is at the heart of Vidrala. The organisation works to continually improve its sustainability performance and expects its Suppliers to cooperate with this endeavour.

Therefore, Vidrala expects Suppliers to participate in any sustainability development programme or training it deems necessary.

Vidrala Suppliers must minimise any adverse impact of their operations upon the environment and demonstrate continuous improvement in mitigating such impact. The Supplier is expected to actively aim for a robust environmental management system (e.g. ISO 14001 or equivalent), by assessing adverse environmental impact during the design, manufacture and life cycle of its products and processes in accordance with international environmental standards and local legislation at all times.

16. Cyber Security

Suppliers who have access to Vidrala technical and computer media must guarantee their security and confidentiality, by preventing their incorrect or inappropriate use and guaranteeing respect for the right to privacy of Vidrala's business and its workers.

In particular, the supplier must guarantee a level of protection and compliance with personal data protection legislation equivalent to that practised by the Vidrala Group when processing information about identified or identifiable individuals related to the Vidrala Group, during its business operations with Vidrala.

Given the growing importance of social networks, including Facebook, YouTube, Wikipedia, Twitter, LinkedIn and any other social media platform, Vidrala expects its external collaborators to observe the confidentiality obligations established by

law at all times. All social platform interaction by external collaborators should at all times be in accordance with this code and Vidrala will not tolerate any incorrect or inappropriate use by such collaborators.

III. COMPLIANCE WITH THE CODE

Monitoring and Audits

The Supplier must have appropriate management systems in place to secure adherence to the Code and the relevant and applicable laws and regulations.

While suppliers are expected to self-assess and demonstrate their compliance with the Code, Vidrala may audit suppliers to confirm this compliance. Suppliers must allow Vidrala full access to their plants, documents and records to conduct such audits.

Reporting non-compliance and seeking advice

The Supplier must report any breach of the Code, whether actual or potential, to Vidrala immediately. The Supplier must not permit any retaliation against any individual who, in good faith, seeks advice or reports a violation or a potential violation. To enquire about the requirements of the Code, or to report a violation or a potential violation against it, please contact vulneracion_cce@vidrala.com.

Consequences of violating the Code

If the expectations of the Code are not met, the Supplier's business relationship with Vidrala may be reviewed and corrective action pursued, subject to the terms of the related procurement contract(s). The actions applied will depend on the seriousness of the violation and may result in formal warnings or immediate termination of contracts, without any appeal without prejudice to any actions in pursuit of liability that Vidrala may take against the Supplier.



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