

Supplier code of conduct



Applicable to	Peacock Container Holding Pte. Ltd. and its group of companies (including Peacock Group Holdings B.V.) (Peacock Container or the Peacock Container group)		
Effective date	30 December 2022	Review date	31 December 2023
Version	1.0	30 December 2022	

Thank you for supporting the business of the Peacock Container group

Peacock Container is committed to carrying on its business honestly, fairly, responsibly and in compliance with law. We expect our suppliers and entities with whom we work to do the same.

Your commitment

In supplying goods and services to, or working with, Peacock Container, we expect you, your affiliates, representatives, personnel, agents and subcontractors

- to comply with all laws and regulations applicable to your company;
- to observe the provisions of any contracts between your company and Peacock Container; and
- to adhere to the provisions of this Supplier Code of Conduct (as may be updated from time to time by written notification to you).

Failure to do so may prevent us from continuing to use your goods and services.

Anti-bribery and corruption

We do not give or offer bribes

We do not authorise you to do so on our behalf

When working with Peacock Container, you must not – directly or indirectly – give, promise, offer or attempt to offer **anything of value** to or for the benefit of any **public official** or **any other person** with the intention of influencing or inducing the person to perform duties **improperly**.

anything of value includes

money, gifts, loans, fees, rewards, commissions, property, employment or other contracts, release from liability or any other service, favour or advantage

We do not accept or seek bribes

We do not authorise you to solicit bribes on our behalf

When working with Peacock Container, you must not – directly or indirectly – seek, accept or agree to receive **anything of value** from any person as an inducement or reward for carrying out duties improperly, or to influence how and with whom we do business.

public official includes

any person working officially for a government, public agency or department, state-owned or state-controlled entity, public international organisation, political party or its official(s); and includes any candidate for public office

We do not participate in corruption

We do not permit our suppliers to do so

We do not permit any person working for or representing Peacock Container to encourage or facilitate abuse of power or position by any public official.

corruption is abuse of power or position for personal gain

Conflict of interest

We expect our suppliers and intermediaries and their personnel to avoid situations where their personal or family interests conflict with their duties to our group and our business partners. If you cannot represent and pursue the interests of Peacock Container fully and impartially in any transaction, you should withdraw from the transaction.

Gifts, hospitality and entertainment

Any gifts, business hospitality and entertainment that you provide to Peacock Container or its personnel

- should be modest, infrequent and consistent with normal local industry practices; and
- must not be intended, or seem to be intended, to improperly influence business discussions with the recipient or create an expectation of something in return.

Fraud

We do not participate in fraudulent behaviour or documents We do not authorise anyone else to do so on our behalf

Suppliers and intermediaries working with Peacock Container must keep complete accounts and records which fairly and accurately record their transactions with our group. Any falsified, forged, inaccurate or incomplete reporting – whether commercial, financial or technical – will be rejected.

fraud is

any intentional act of deception designed to gain a benefit, avoid a liability or cause a loss to another person

Fair competition

Peacock Container does not enter into agreements with its competitors, or take part in industry decisions or practices, which prevent, restrict or distort competition in the leasing and supply of goods and services - or which are intended to have that effect. Equally, we expect to deal on a level playing field with our suppliers, so that we enjoy a free and competitive choice of supply.

This means that we will not tolerate **price fixing, bid rigging, market sharing, collusion or abuse of a dominant market position** among our suppliers or intermediaries which impacts on the supply of goods and services or the terms on which they are supplied.

Confidentiality and intellectual property

All information that you obtain about the business activities and affairs of the Peacock Container group while working for us must be kept **strictly confidential**, used solely for the purpose of implementing your work for us, and not used or disclosed for any other purpose. **Intellectual property rights** in any material we provide to you remains vested in Peacock Container and may not be used by our suppliers or intermediaries without our specified written consent.

Trade and economic sanctions

Peacock Container does not transact with **sanctioned entities** and does not participate in transactions which are prohibited or restricted by national or international laws or regulations imposing trade and economic **sanctions, embargoes, export or transshipment controls**. Suppliers and intermediaries working with Peacock Container must not be sanctioned entities or working on behalf, owned or controlled by, or representing sanctioned entities.

sanctioned entities are

individuals or entities designated pursuant to sanctions regulations of national or international authorities (including the UN, Singapore, EU and US)

Data protection

Suppliers and intermediaries to Peacock Container are expected to

- collect, process, use and disclose **personal data** only to the extent and for the period necessary to perform their services and for purpose(s) permitted by applicable law;
- preserve and secure personal data in its possession against unauthorised access, use or modification, and limit access to those of its personnel who need to know it for business purposes;
- comply with all obligations under applicable law in relation to access to, correction of inaccuracy in and deletion of, personal data.

Labour and human rights

- Peacock Container will not work with suppliers who use forced, illegal, compulsory or child labour.
- We expect suppliers to take action to prevent slavery and human trafficking in their supply chain.
- Our suppliers must
 - as a minimum, comply with applicable laws and regulations on working hours, minimum wages, labour relations (including rights to representation) and other working conditions; and
 - provide their personnel with a safe, healthy, secure and flexible work environment.

- Peacock Container does not tolerate discrimination, intimidation, abuse, harassment or retaliation on any ground - either among our personnel, by our personnel towards third parties or by suppliers towards our personnel. We expect our suppliers to adopt the same principle in relation to personnel, and to encourage diversity, equity, inclusiveness and teamwork among its personnel.

Health, safety and security

We require our manufacturers, depots, logistics suppliers and other service providers to:

- actively enforce management systems which ensure the safety and security of their operations and provide safe and healthy working conditions for their workers;
- in performing their work, use properly rated, maintained and functioning equipment, in safe working condition, and ensure that all personnel use personal protective equipment;
- comply with all national and international laws, regulations, codes and standards that apply to their operations and to the safe construction, maintenance and repair of containers;
- take all reasonable action to secure and protect Peacock Container equipment from external interference, theft, loss or damage while in their custody;
- report to us within 24 hours (or within 6 hours if involving fatalities) all health and safety incidents arising while working on our projects, and participate fully and promptly, at our request, in investigating any incidents arising during operation of equipment on which they have worked.

Environmental impact

In its business operations, Peacock Container aims, as far as reasonably practicable, to minimise its impact on, and protect, the environment. To achieve this objective, we expect our suppliers to

- integrate environmental considerations in their business decisions; and
- consider, and where possible pursue, initiatives to mitigate the environmental impact of their operations.

In particular, we require our suppliers

- to actively enforce environmental management systems to identify, assess and manage environmental risk arising from their operations; and conform to internationally recognised environmental laws, regulations and standards; and
- to treat and dispose of all waste and by-products of your work, and materials removed from our containers, responsibly and in compliance with applicable environmental laws and regulations.

We also encourage our suppliers

- to adopt initiatives to reduce carbon emissions, adopt renewable energy sources, reduce waste, and use energy and natural resources efficiently; and
- where safe, legally permissible and practicable, to re-use and recycle waste and by-products of manufacture, cleaning and repair of our containers.

Any incident involving spillage or leakage to the environment of product or debris while working on Peacock Container equipment should be reported to your usual Peacock Container contact within 24 hours. We will review with you the causes, impact and action required to prevent recurrence of such incidents so that corrective action can be taken.

Speak out

If you have any questions or become aware of any activity on the part of Peacock Container, its personnel and/or business partners involving actual or suspected violations of this Supplier Code of Conduct or the law, please report it to compliance@peacock.eu.

We assure you:

- your report will be taken seriously, and will be investigated;
- if you ask for a matter to be treated in confidence, we will respect your request, and will not disclose the matter to third parties except as necessary for investigation or with your consent;
- you will not suffer any form of retaliation or negative treatment as a result of raising your concern.