

General Terms and Conditions of Purchase

1. Definitions

“Keter” – The Keter legal entity which purchases Products under the Order or any other Keter’s affiliates.

The “Supplier” – whoever undertook to deliver to Keter such products specified under the order and/or to provide services to Keter and pursuant to the terms provided thereunder;

“Products” – including services;

“Order” – executed order to provide Products, including all its terms and appendixes.

2. Effect of the General Terms and Conditions

- 2.1 Each Order shall include, in addition to all the provisions stated thereunder, also the General Terms and Conditions stated hereinafter (hereinafter: the **“General Terms and Conditions”**). In case of contradiction and/or non-conformity between the provisions of the General Terms and Conditions and an executed contract between the Keter and the Supplier, the terms of the executed agreement shall prevail. In case of contradiction between the General Terms and Conditions and the Order, the terms of the Order will prevail.
- 2.2 The General Terms and Conditions may be modified by Keter from time to time without prior notice.
- 2.3 An Order shall be deemed as binding only after the Supplier confirms in writing that it accepted the Order. In case such written approval is not received in writing within 5 business days as of the Order date, such Order shall be binding.
- 2.4 By sending a written approval of the Order or by actually supplying the Products, the Supplier accepts the General Terms and Conditions which are in force of the date of the Order.
- 2.5 The General Terms and Conditions shall prevail over the Supplier’s general terms of sale (if any).

3. Undertakings

- 3.1 The Supplier undertakes to comply with all laws and regulations applicable to the supply of Products and delivery of the Product pursuant to an Order.
- 3.2 The Supplier hereby confirms that it has read and examined the Order, including all the documents and specifications relevant thereto, and hereby confirms that it is capable of supplying the Products pursuant to the Order and to deliver such Products to Keter;
- 3.3 The Supplier confirms that the Products are free of any lien or any other right in favor of a third party that prevents it from being supplied to Keter, and

that there is no legal prevention to supply the Products to Keter

and that Keter can use the Products as part of its products which are intended for sale to third parties.

- 3.4 The Supplier confirms that the General Terms and Conditions form an integral part of the Order.

4. Product Quality Warranty

- 4.1 The Supplier warrants that all the Products supplied pursuant to an Order shall be produced in accordance with all the relevant regulatory requirements, shall be free from defects in material and workmanship, and shall comply with all applicable product labelling regulations. The Supplier shall provide, if requested by Keter, evidence of compliance with regulatory requirements.
- 4.2 The Supplier further warrants that all Products supplied pursuant to an Order will comply with all specifications established by the Keter for such Products, including specifications regarding product quality and durability, product size and measurements, product materials and finishing (the **“Specifications”**). The Supplier also warrants that the Products shall substantially conform with the specifications of any samples of the Products provided to Keter and approved by Keter, if any.
- 4.3 The Supplier shall be held responsible for the quality of Products, including all their parts, components and accessories, and for the proper condition of all the above mentioned, for the period stated under the Order or for such period as customary under the relevant circumstances or for such warranty period as usually provided by the Supplier or for such period as provided under law, whichever is longer.
- 4.4 In case the Order includes Products with a specified expiration date, the Supplier undertakes to deliver such Products with the longest shelf life possible, and in any case to refrain from delivering Products near their expiration date.
- 4.5 The duration of warranties of the Supplier set forth in section 4.2 and section 4.3 above (collectively the **“Warranty”**) shall be the greater of: (i) the period stated in the applicable Order; (ii) the period that is customary in the market for such Products under the relevant circumstances; (iii) the warranty period usually provided by the Supplier for such Products; or (iv) such period as provided under applicable law.

4.6 In the event of any defects or flaws in the Products for matters covered by the Warranty (“**Defects**”) are discovered by Keter during the Warranty period:

4.6.1 The Supplier shall be held responsible for any damages caused to Keter as a result of the Defects;

4.6.2 The Supplier shall repair, at its own expense, any Defects or, at Keter’s option, replace the defective Product. Any such repair and/or replacement shall be carried out as soon as possible and in any case within a reasonable period of time, at the expense of the Supplier and to Keter’s full satisfaction.

4.6.3 In the case of a Product being replaced by an alternative Product within the Warranty period, the Warranty period for such alternative Product shall restart upon the delivery of the replacement Product to Keter, and such Warranty period shall be in effect for the full Warranty period of the replaced Product.

4.6.4 The burden of proving that a defect and/or flaw, and/or malfunction of a Product are reasonable under the relevant circumstances, lies upon the Supplier.

4.6.5 In case the Supplier fails to fulfill its obligations to repair or replace a defective Product pursuant to its Warranty obligations as set forth in this Section 4.5, Keter shall be entitled, without derogating from any other remedies available to Keter hereunder, to repair the Products or to replace them on its own and to charge the Supplier with the costs of such repair or replacement as the case may be.

4.7 Keter shall not pay any payment to the Supplier for Products found as defective and/or flawed and/or malfunctioning and/or unfit.

4.8 Upon the expiration date of the warranty, the Supplier shall assign to Keter any warranty granted to the Supplier by his own suppliers, and which remained in effect.

4.9 The Supplier shall provide to Keter spare parts for the Products for a period of 3 years as of the date on which the Product was supplied to Keter. If the applicable law requires a longer period of spare parts provision, the terms of the law shall apply.

5. Supervision and Examination

5.1 Without derogating from any term of the Order’s terms and conditions, a representative of Keter may examine the quality of Products and their conformity with the Order prior to the receipt of such Products, upon receiving such Products or after receiving such Products, under Keter’s discretion, in order to ascertain whether the Products conform to the Order.

5.2 For the avoidance of doubt, such examinations carried out by Keter’s representative do not release the Supplier from its responsibilities, as specified in Section 4 hereinabove.

6. Prices

6.1 The Prices of the Products shall be as specified in the Order and shall not be increased for any reason whatsoever, unless otherwise agreed between Keter and the Supplier, in advance and in writing. Prices stated in foreign currency shall be paid in accordance to the exchange rate at the issuance date of the invoice.

6.2 All prices include transportation to Keter’s premises, including use of the equipment required for that purpose, except if stated otherwise under the Order.

6.3 The price of Products shall be the only consideration, to which the Supplier shall be entitled to under the Order and the General terms and conditions.

6.4 Any consideration payable under the Order and the General Terms and Conditions includes all applicable taxes (except VAT).

6.5 Any payment shall be made against the provision of a tax invoice, as required by law, subject to providing an approval of bookkeeping, as required by law, and confirmation of withholding tax.

7. Modification of Orders

Any modification or correction of the Order or the General Terms and Conditions shall have no force and effect unless it has been made in writing, and it expressly specifies that it comes as a correction to such Order or General terms and conditions, and is signed by lawfully authorized representatives of the Parties.

8. Keter’s rights in case of failure to deliver Products in due time

8.1 The date for delivering the Products as specified under the Order, shall be an essential part of the Order and therefore a failure to deliver the Products and/or some of the Products in due time shall constitute a material breach of the Supplier’s undertaking pursuant to the Order.

8.2 The Supplier hereby undertakes to immediately notify Keter in writing, in the event it becomes aware of conditions that might cause the Products to be delivered after the date specified for their delivery in an Order (a “**Delay**”). The Supplier shall identify the causes for any Delay in such written notice. The Supplier shall immediately provide status updates to Keter regarding the revised date for delivery of the Product. The provision of notice by the Supplier shall not derogate from any remedies available to Keter resulting from such Delay.

8.3 In case of failure to deliver the Products in due time pursuant to the Order, or in the case of a partial delivery that was not approved by Keter in advance, or in case of failure to comply with the terms under this document, Keter may, without derogating from any other rights and remedies, and under its absolute discretion:

- 8.3.1 Cancel the entire Order and/or any such part thereof, which was not carried out in due time and/or;
- 8.3.2 Require the Supplier to deliver the Products in due time and/or;
- 8.3.3 Receive all or part of the Products from other sources and charge the Supplier for any additional expenditure consequently incurred thereby.

9. Delivery of Products

- 9.1 Each Order shall specify the location for delivery of the Products set forth therein. Failure to deliver the Products shall entitle Keter to the remedies set forth in Section 8 above.
- 9.2 The Supplier shall deliver the Products only after coordinating via telephone or e-mail, in advance, with the Keter contact specified on the Order.
- 9.3 The Supplier shall pack the Products for shipping in a manner appropriate for the safe transport of the Products, considering the method and duration of transportation and storage. The Supplier shall include directions for the Product's storage, and – in case that would be relevant – material safety datasheets (MSDS) (in case of a chemical product).
- 9.4 All hazardous substances to be shipped by the Supplier shall be labelled with appropriate warnings. The Supplier shall also instruct Keter on the nature of the potential hazards of such substances, and the appropriate method for handling and storing such items.
- 9.5 Unless otherwise agreed in writing, where possible, the Supplier shall consolidate deliveries of the Products, rather than transport Products by separate deliveries.
- 9.6 Keter shall not accept delivery of any Product prior to the agreed date of delivery, unless otherwise agreed in writing by Keter.

10. Inspection at the source

Keter may by itself and/or by any third party of its choice, upon three (3) days prior written notice, inspect the Products, the manufacturing procedures, the quality assurance controls, the conformity to the applicable Order and to the applicable laws and regulations, and the conformity of Supplier's undertakings under these General Terms and Conditions. The inspection will take place at Supplier's facilities during regular business hours. If any inspection is made on Supplier's premises, Supplier shall, without additional charge, provide all reasonable facilities and assistance for the safety and convenience of Keter's inspector subject to the security and safety regulations existing at the facilities. If the inspection's results reveal any non-conformity, Supplier undertakes to promptly correct such failure and shall reimburse Keter for the costs of such inspection.

11. Delivery note, provision of invoices to Keter and payments by Keter

- 11.1 All the Products delivered to Keter shall be enclosed with a delivery note, which shall include Keter's Order number and other relevant information.
- 11.2 The Supplier shall issue a tax invoice, as required by law, for the Products.
- 11.3 Keter shall pay the Supplier the amount invoiced for the Products subject of an Order in accordance with the prices and terms of payment specified in the Order, provided that the Products so delivered complied with the delivery terms and the Specifications set forth in the applicable Order.
- 11.4 In case the terms of payment were not specified under the Order, the method of payment shall be end of month (EOM) the Products were delivered to Keter + 90 days.

12. The Supplier's liability

- 12.1 The Supplier shall indemnify and hold harmless, Keter and its directors, officers and employees from any loss damages or any claims therefor arising as a result of or in connection with an Order, whether such damage was caused by the Supplier itself, its employees, its subcontractors, its representatives; or as a result of the Supplier's mechanized vehicles, goods, installations, tools or materials.
- 12.2 The Supplier shall immediately upon request, indemnify, defend and hold harmless Keter and its directors, officers, partners, agents and employees from and against any and all costs, lawsuits, losses, liabilities, deficiencies, claims and expenses, including interest, penalties, reasonable attorneys' fees and all reasonable amounts paid for the investigation, defense or settlement of any of the foregoing (collectively referred to herein as "**Damages**"), incurred in connection with or arising out of, or resulting from a breach of any Warranty or obligation set forth herein.
- 12.3 In addition, the Supplier shall fully indemnify and compensate Keter, upon demand, Damages which were caused as a result of a breach of the Order or the General Terms and Conditions whether caused by Supplier or caused by its employees or contractors.

13. Transfer of rights

The Supplier may not assign an Order or any of its obligations under these General Terms and Conditions to a third party without the prior written consent of Keter.

14. Right of offset

Keter shall be entitled to offset from any amount payable to the Supplier under the Order, any amount due to Keter from Supplier.

15. Maintaining confidentiality and intellectual property

- 15.1** The Supplier hereby undertakes to keep the information (as such shall be defined hereinafter) whether written or oral, whether furnished before or after the dates hereof, in strictest secrecy, to take any precaution for preventing any loss and/or disclosure and/or publication of such information and/or its obtainment by any third party. Supplier shall refrain from making any use of the Information other than for the purpose of providing the Products to Keter.
- 15.2** The term "Information" for the purposes of this Agreement shall mean: any information, document, data, action, process, work method and professional and trade secrets disclosed and/or that shall be disclosed to the Supplier, whether directly or indirectly, in writing or orally, including information, data and documents in writing regarding and in connection with clients, suppliers, transactions, work documents, computer software, computerized databases, inventions, commercial and marketing ideas and information directly or indirectly related to monetary, managerial and business activities of Keter and of the Keter group. Information which becomes generally available to or known by the public other than as a result of a disclosure made by the Supplier.
- 15.3** The ordering of Products shall not grant any ownership rights of Keter to the Supplier, and it shall not entitle the Supplier any right in Keter's Products.
- 15.4** If in order to execute the order Supplier is granted with the right to use Keter's and/or its affiliates and/or its customers' trademarks, then such right shall be limited only to the execution of the order.
- 15.5** No media publication disclosing the relationship between the Supplier and Keter is permitted without Keter's prior written approval.

16. Transfer of risk

The risk of loss or damage to the Products shall be transferred to Keter upon the arrival of the Product to Keter's premises unless the Order contains other Incoterms. Until such time, the Supplier shall be held solely liable for the Products and it shall assume all risks related thereto.

17. Insurance

The Supplier undertakes to hold and to maintain, during the entire term of engagement and as long as legal liability might arise for the Supplier in relation to the Products, sufficient insurance in order to cover the replacement value of its property and Keter's potential liabilities towards third parties, including Keter's employees, in connection with supply of Products, as well for any potential liability from breach of the applicable laws, or breach of an Order. Such insurance shall include

a waiver of the right of subrogation towards Keter and its employees (except for cases regarding intentional damage). The Supplier waives any claim or demand against Keter in connection with any damage which can be claimed by the insurance held by the Supplier. In case the Supplier's insurance company, notwithstanding the above mentioned under this Section, shall take legal actions against Keter in connection with such damage, whether directly or indirectly, the Supplier shall indemnify Keter for any expenditure incurred by Keter due to its involvement in such proceeding (including expenditures for attorney fees) and its results.

18. Termination of an Order

- 18.1** Keter shall be entitled to terminate an Order or any part thereof, for convenience, at any time and without prejudice to any other right or remedy, upon a written notice to the Supplier ("**Termination for convenience**"). In the case of such aforesaid termination, the Supplier shall immediately cease any action under the General Terms and Conditions hereunder, and shall cause its representatives, including and without limitation, suppliers and subcontractors, to cease their activities as abovementioned, subject to any other instruction issued by Keter.
- 18.2** In the case of Termination for convenience, Keter shall pay to the Supplier, as a final and absolute compensation for such termination, the following amounts, after deducting those amounts already paid by Keter to the Supplier, if any: (A) the unpaid balance of the Order's price for each Product which was delivered to Keter, and (B) the direct reasonable documented expenses incurred by the Supplier for its actions under the Order until the date of serving written termination notification.
- 18.3** Keter may terminate the Order partially or in its entirety, immediately upon the occurrence of any of the following events: (A) the Supplier materially breached the Order or the (including, without limitation, delayed delivery of Products, delivery of defected Products) or (B) the Supplier failed to successfully complete any required examination or failed to meet any required performance standards or (C) The Supplier becomes insolvent, is undergoing bankruptcy, receivership or liquidation proceedings, or any other similar proceeding.
- 18.4** Non-material breach by the Supplier part shall be deemed as a material breach in case such breach is not corrected by the Supplier within 10 business days after Keter's notice to the Supplier of such breach.
- 18.5** In case Keter terminates an Order due to Supplier's breach, and without derogating from any other right, to which Keter is entitled against the Supplier in connection with the breach, the Supplier shall immediately reimburse Keter for any payment paid for products and any associated costs.

19. Independent contractor – client relationship

- 19.1** It is expressly agreed that the parties shall be independent contractors and the relationship between the Parties shall not constitute a partnership, joint venture, employment or agency relationship. Neither Party shall have the authority to make any statements, representations or commitments or to take any action which shall be binding on the other Party. Without limiting the generality of the foregoing, the Supplier and any of its employees shall not be entitled to severance/leave/sick days or compensation originating in the employment relationship.
- 19.2** The Supplier affirms that he is aware of the fact that the consideration payable to it pursuant to the Order is calculated based on the assumption that the parties are independent contractors.
- 19.3** The Supplier shall fully indemnify Keter from Damages resulting from any claim by any of Supplier's employees in connection with the provision of Products by the Supplier to Keter pursuant to an Order.
- 19.4** The Supplier shall indemnify Keter for any expenditure, payment and/or damage caused to Keter due to any claim regarding the existence of employer - employee relationship between Keter and any of the Supplier's employees.

20. Processing of personal data

If Supplier obtains personal data, it will limit the use of such data to the strict performance of its obligation under the Order and it shall comply with all relevant laws and regulation which apply to such data.

21. Miscellaneous

- 21.1** Any notice by either Party to the other Party, in connection with an Order or the General Terms and Condition, shall be deemed delivered, in case it has been personally delivered, on that same day, or in case it has been sent via registered mail/international couriers, 5 days following the date, on which it was sent, or in case it has been transmitted via fax or sent by email, on the first business day following such transmission.
- 21.2** The Supplier shall not directly or indirectly cause Keter or its employees to be in breach of Keter's code of conduct (as published on Keter's site or provided to Supplier in any other manner).
- 21.3** The Supplier undertakes to respect and enforce, with its working environment and supply chain the following aspects – (A) not to use or support child labor (B) not to favor or support forced labor (C) guarantee a safe and healthy **workplace**, preventing accidents at work and occupational diseases (D) not to discriminate by race, sex, religion etc. (E) not to use or support disciplinary practices such as corporal punishment, physical or mental coercion and verbal abuse (F) respect the

ordinary and extraordinary working hours required by the national and local laws.

- 21.4** Any Keter property which is provided to the Supplier shall be treated by the Supplier in the following manner: (A) it shall be marked clearly as the property of Keter; (B) it shall be separated while not in use; (C) it shall be kept under a fit-for-work condition and the Supplier shall assume the maintenance cost; (D) it shall be returned to Keter immediately upon its first request by Keter; (E) the Supplier shall not grant any right to any such Keter property; (F) it shall be used solely for the purpose of performance of the Order.
- 21.5** In the event any provision in the General Terms and Conditions or in any Order shall be invalid, illegal or unenforceable, under the applicable laws, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be ineffective only the extent of such invalidity, illegality or unenforceability. In the event of any such invalidity, the parties shall negotiate in good faith, a replacement provision the effect of which is as close as possible to the effect of the invalidated provision, without regard to such invalidity.
- 21.6** Any provision of an Order or the General Terms and Conditions, that, by its nature, should reasonably survive the termination of the Order or the General Terms and Conditions, shall survive the termination of the Order or the General Terms and Conditions.
- 21.7** No delay or failure by either Party to exercise any right under the General Terms and Conditions or any Order, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.
- 21.8** The Order and the General Terms and Conditions shall be exclusively governed by the law of the country of incorporation of the Keter entity to which the services/products are provided, without giving effect to the choice of law provisions thereof. Any claim with respect to an Order or the General Terms and Conditions shall be exclusively adjudicated by the competent Courts of the capital city of the country of incorporation of the Keter entity to which the services/products are provided which the services/products are provided.



CODE OF BUSINESS CONDUCT

The Code of Conduct (“Code”) contains general standards of conduct applicable to all Keter Group employees across the globe. It should be used as a guide to your daily business practices, whenever and wherever you are conducting Keter business. Our reputation depends on the moral, ethical and legal behavior of all our employees. Our leadership team is responsible for setting and maintaining the standards of business ethics for our Company and its employees. Each of us is expected to act with the highest degree of integrity, honesty and professionalism and abide by this Code at all times. The Code is not intended to be an all-encompassing list of rules or laws that may apply to you, but the guidelines contained in this Code are to assist you in making the right decisions every day. If you have any questions about this Code, please discuss with a member of management or Human Resources. Additional helpful resources such as the Keter Group [Anti-Corruption Policy](#), Keter Group [Work Relationship Policy](#), Keter Group [Privacy and Data Protection Policy](#) and the [Keter Global IT Policy](#) as well as regional employee handbooks are available to you for further information and guidance. If you have any questions regarding this code, please contact your Manager or Human Resources.

Keter Values - DNA

The Code of Conduct is designed to work in conjunction with and in support of our [Keter DNA](#): Innovation, Accountability, One Team, Respect, Entrepreneurship and Agility. All Keter employees are expected to behave in a way that demonstrates our company’s values in all business interactions.

Conducting the Company’s Business

All Keter employees are expected to conduct business in a professional manner. Employees are strictly prohibited from any conduct or relationship with any vendor, supplier, customer, contractor, family member or other person or organization that might be perceived as a conflict of interest. As employees, we must ensure that our personal interests do not conflict with our responsibilities to the Company. We must avoid even the appearance of a conflict of interest. Examples may involve: outside employment, an employee or his or her family member with a significant financial interest in an outside enterprise that does business with, or is a competitor to the Company, an employee’s family member who receives personal benefit because of the employee’s role with the Company, or any other arrangement including family or other personal relationships which may dissuade the employee from acting in the best interest of the Company. If a potential conflict of interest exists, employees must notify their manager immediately.

Gifts & Entertainment

No person is authorized to offer or accept anything of value to or from a customer or supplier. Business meals are to be given or accepted only if intended and understood as a simple business courtesy meant to further communications or goodwill. In any event, employees should ensure that the meal is consistent with customary business practices, is reasonable in cost, and not intended to influence or give the appearance of influencing the recipient. Cash gifts of any kind are strictly prohibited. If you have any questions on this policy, review with your manager prior to proceeding.

Respect for People

All Keter employees are expected to treat one another professionally and with dignity and respect. Keter is committed to equal employment opportunity and a diverse workforce. Keter does not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, sexual orientation, gender identity, genetic information, marital status, national origin, age, ancestry, pregnancy, veteran or military status, or any other protected category with respect to any terms of employment. The Company does not tolerate harassment of any kind. Harassment can reasonably interfere with an individual's work performance or create an intimidating or offensive work environment. Harassment has the potential to impact an employee's overall health and wellbeing and will not be permitted. Employees who are aware of any suspected discrimination or harassment should report to Human Resources immediately. No employee will suffer any adverse action for reporting in good faith any suspected violations of the Code or questioning any employment practice.

Environmental Health and Safety

The health and safety of all our employees is of utmost importance to Keter. Each of us is responsible for working safely at all times and complying with company and plant safety policies and procedures and all applicable health and safety laws. Any safety incident or potential safety risk must be reported immediately to the EH&S Manager and your supervisor.

Company Records and Data

All information the Company produces is considered a record. Examples include financial, accounting, technical, sales, production information, personnel information, safety data, contracts, and manufacturing processes, marketing information and business plans. Employees must ensure that all company records are accurate and clearly describe relevant facts.

Confidential & Proprietary Information

All employees are required to safeguard confidential information they may have access to. Employees shall only use Keter confidential information for authorized Company business and only as authorized by Company management. Company confidential information should only be shared with Keter employees on a need-to-know basis. Confidential employee information should never be disclosed or distributed to anyone outside the Company except by authorized members of Human Resources, and only when required. The responsibility to keep information confidential extends beyond an employee's employment with Keter. Employees acknowledge that the Company has the right to take legal measures, if necessary, to protect confidential, proprietary or private information belonging to the Company if any employee fails to maintain confidences after their employment is discontinued.

Company Assets

Proper protection and use of company resources is the responsibility of each employee. While limited personal use of certain resources is permissible, employees should never take this for granted or assume that we have a right to privacy when using these resources. Company assets include physical property, information, data, records and intellectual property. Company assets include computers, networks, internet access, software, telephone and voice mail systems, and personal digital devices. Employees must safeguard these resources and protect company data stored on these systems.

Additional Responsibilities of Supervisors

Supervisors have added responsibilities under the Code. They must ensure that those they supervise understand this Code and what applies to them. They have an obligation to enforce this Code and report any suspected Code violations. As a member of management, supervisors

are expected to set the tone for their department, and proactively demonstrate and communicate their commitment to the Code. All supervisors are expected to role model the behavior described in the Code of Conduct.

Violations, Reporting and Compliance

Any suspected violations of this Code can be reported to your Manager, Human Resources or any member of Management. Additionally, if you prefer to place an anonymous report in confidence, you can use our hotline, hosted by a third-party provider, EthicsPoint. The information you provide will be sent to us by EthicsPoint on a totally confidential and anonymous basis if you so choose. Violations can be reported by phone and on-line ([EthicsPoint - Keter Group](#)). Every effort will be made to investigate all reported violations promptly and confidentially. While anonymous complaints are welcome, enough details need to be provided so that a proper investigation can be conducted. It is the goal of any investigation to uncover the facts and resolve issues. Keter will not tolerate retaliation of any kind towards employees that report violations of the code in good faith. Knowingly making a false or untrue accusation of another employee is also a violation of the Code of Conduct. Employees that are found to have violated this Code will be subject to disciplinary action up to and including termination of employment.