

Terms and Conditions of Purchase

1. The Terms and Conditions of Purchase of HENRY LAMOTTE FOOD GmbH (Purchaser) are intended exclusively for use with business firms. They apply exclusively for all orders placed by the Purchaser and for all contracts concluded with the Purchaser. Terms and conditions of the Seller which deviate, contradict or supplement the same shall only apply if the Purchaser has expressly consented to such terms in writing. The Terms and Conditions of Purchase shall also apply if the Purchaser, in knowledge of contradictory or deviating terms of the Seller, accepts delivery from the Seller without reservation.
2. The price shown in the order of the Purchaser shall be binding. The Purchaser shall not bear any further costs. In the case of money transfers involving foreign countries, the Purchaser shall only bear the bank charges which arise in the Federal Republic of Germany. The Purchaser shall be entitled to exercise rights of set-off and retention within the scope permitted by law.
3. Should the Seller fail to comply with shipment and loading instructions issued by the Purchaser and damage occur as a result thereof (for example higher freight costs, customs duties or new restrictions on imports to the detriment of the importer or such like), the Seller shall reimburse the Purchaser the additional expense.
4. The order of the Purchaser relates to healthy goods of the usual trade standard and of the indicated quality. Foods and their labelling must comply with all relevant German provisions, including any quality / or marking provisions. The Seller shall bear the responsibility for any damage from defects, including any consequential damage of the defects, which occurs in connection with the delivery of defective goods. The Purchaser shall be entitled to the legal warranty claims without any deduction. The limitation period for legal or material defects shall amount to three years and shall commence with the delivery. The right to claim damages, in particular to claim damages in place of performance, remains expressly reserved.
5. Cases of force majeure shall entitle the Purchaser – regardless of its other rights – to cancel the contract, either in whole or in part, where they are of not insignificant duration. Cases of force majeure shall include e.g. war, riot, unrest, import and export restrictions, official measures, interruptions in operations for which the party is not responsible, strike, lockouts, interruptions of the traffic routes, natural catastrophes such as e.g. extraordinary heat, wetness or frost periods and other events which make it impossible or unreasonable for the Purchaser to perform the contract.
6. In the first priority, the provisions of these General Terms and Conditions of Purchase of the Purchaser shall apply. If and in so far as these contain no provisions, the following shall apply by way of supplementary provisions of the General Terms and Conditions of Business of the Waren-Verein der Hamburger Börse e.V., Hamburg [Association of the Foreign and Wholesale Trade]. The Seller shall, upon request, receive a copy of the relevant terms and conditions from the Purchaser and expressly agrees to their application. In the lowest priority, if and in so far as the provisions in accordance with sentences 1 and 2 do not apply, the law of the Federal Republic of Germany shall apply.
7. All legal disputes arising from or in connection with the business relationship shall be decided by a court of arbitration, namely on the basis of the Rules of Procedure of the Waren-Verein der Hamburger Börse e.V., Hamburg [Association of the Foreign and Wholesale Trade]. The Seller shall, upon request, receive a copy of the relevant terms and conditions from the Purchaser and expressly agrees to their application. The Purchaser reserves the right, at its option, to submit the dispute to an ordinary court of justice. In the event of normal legal proceedings being chosen, the exclusive court venue shall be Bremen provided the Seller maintains a commercial business. Should the Seller wish to sue the Purchaser, it must first give the Purchaser the opportunity of exercising its option. At the request of the Seller, the Purchaser shall exercise its option prior to the institution of legal proceedings. Should the Purchaser fail to exercise its option or to exercise the same within 7 days following receipt of the request of the Seller, the dispute shall be decided in accordance with Clause 7, 1st sentence by a court of arbitration.
8. In its business relationships, Henry Lamotte Food GmbH places great value on compliance with fundamental social standards and responsible dealings with natural resources. These fundamentals have been put together in the code of conduct of the Business Social Compliance Initiative. Henry Lamotte Food GmbH expects the Supplier to comply with these fundamentals.



HENRY LAMOTTE
FOOD

we create.
we trade.
we care.



Code of Conduct
by Henry Lamotte Food GmbH



Dear business partners,

Mother Nature endows humanity with foods in great variety and from every corner of the world. We deliver these reliably to our customers in Germany, across Europe and beyond. This has been the nucleus of our mission and our passion since 1925.

Our Values

We are a family-owned business in the Hanseatic tradition. Since the days of our founder Henry Lamotte, it has been our unchanging goal to continuously create structures that are built to last. Therefore we view all resources as instruments to be used and not to be depleted. We view our customers, our suppliers, our service providers, our own work, all material and financial means, and especially Nature's resources, as fundamental and irreplaceable origins of value and these remain precious to us.

We see the international food industry being confronted with serious challenges of sustainability. Our society will have to redefine itself - now and in the coming decades - to provide a rapidly growing world population with **healthy foods that are sus-**

tainably sourced, both ecologically and socially.

It is our ambition to actively make contributions to our markets that orientate towards the UN Sustainable Development Goals (SDGs). Together with our trusted business partners we are on a quest for new paths. Above all, we are convinced that the challenges in front of us also provide a multitude of **mutually-beneficial opportunities**.

Through international trade we enjoy the diversities of the world and learn to develop mutual understanding from one person to another and between different cultures. A fair balance of interests will however always be the main requirement. We will continue to stand up for this belief in the future by emphasizing that "**free trade must be fair trade**".

Our values

The handshake counts.

Trust and reliability are key to our business activities - within the team and towards partners.

We rely on agility.

Agility characterizes how we work closely with our customers.

Curiosity drives us.

Pleasure in innovative products and technologies ensures the growth and success of our partners.

We are entrepreneurs.

Personal initiative and passion determine our work.

Teamwork takes us further.

Together, we are strong and successful. We think global and in networks.

We create security.

We stand for security in delivery capability and quality. Whatever the weather.



What is especially important to us

For us, compliance with human rights is a non-negotiable prerequisite for business relations. We pursue a “zero-tolerance strategy” regarding unethical business behaviour, such as (exploitative) child labor, corruption, antitrust agreements, serious violations of environmental standards, or land grabbing.

We pursue these and other sustainability aspects in the context of on-site visits, audits, and inspections. We strive to support our business partners in meeting their social responsibilities. We expect our business partners to comply with the laws on working conditions applicable to them – including working hours and wages – and with the below criteria:

- ✔ **no forced work or slavery;**
- ✔ **general minimum age of 15 years;**
- ✔ **provision of safe working conditions;**
- ✔ **respect for and promotion of freedom of assembly;**
- ✔ **prevention of all forms of discrimination.**

In the event of intentional violations of these criteria by a business partner without any clear intention to immediately remedy the situation, we declare the cooperation to be terminated.

Yours sincerely,

Sebastian Drewes
Managing Director

Florian Friedemann
Director

Frank Neitzel
Director

We are a member of the *amfori Business Social Compliance Initiative* (BSCI) since 01.05.2012 and since 01.07.2021 also member of the *amfori Business Environmental Performance Initiative* (BEPI). Our Code of Conduct hereafter draws upon the fundamental principles of the BSCI Code of Conduct. Other fundamental principles that we draw upon include the *UN Charter of Human Rights*, the *Ethical Trading Initiative (ETI) Base Code*, the *UN Guiding Principles for Business and Human Rights*, the *Organisation for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises*, the *UN Global Compact*, and the *International Labour Organisation (ILO) Core Working Standards*. On this basis, we examine social risks in our value chains and work on improvements.

If audits at production sites reveal problems, we will work together with our business partners to develop an action plan and monitor its implementation.

We expect our business partners to abide by, and actively support, the principles of our Code of Conduct. The Henry Lamotte Food GmbH Code of Conduct is an integral and obligatory component of our business contracts with our partners.

Business partners of Henry Lamotte Food GmbH and their direct upstream suppliers undertake to comply with all applicable laws and regulations and

with the guidelines regarding the following topics: social responsibility, ethical business behavior, and environmental responsibility.

1. Social Responsibility

1.1. Exclusion of forced labour

- Any form of servitude, forced or compulsory labour, serfdom, human trafficking, involuntary labour, or a similar type of work is strictly prohibited.
- Particular care must be taken when directly and indirectly engaging and recruiting migrant workers.

1.2. Ban on child labour

- Exploitative child labour must not be used at any stage of operation.
- The business partner shall comply with the recommendation of the ILO Conventions on the minimum age for employment of children. Accordingly, the minimum age should not be less than the age at which compulsory education ends and not be less than 15 years.

1.3. Special protection for young workers

- If young workers under the age of 18 are employed, it is necessary to ensure that they do not work at night.
- Working conditions must not endanger health, safety, morality, or development.

1.4. No discrimination

- Personal dignity, privacy, and the rights of each individual shall be respected.
- The discrimination of employees due to gender, race, caste, color, disability, political belief, origin, religion, age, pregnancy, or sexual orientation is prohibited.
- Any kind of sexual harassment shall be avoided.

1.5. Fair remuneration

- The business partner is obligated to comply with statutory minimum wages or the approved industry standards based on collective agreements and to pay attention to statutory social benefits.
- Where there are no legal standards, minimum remuneration which enables the worker and their family to live in dignity should be paid. Statutory social benefits must be taken into account.

1.6. Fair working hours

- Working times must comply with all applicable laws or industry standards. Public holidays and leave shall be granted at least within the scope of legal regulations.

1.7. Freedom of association and collective bargaining

- Employees of the business partner are to be allowed to express their concerns about the employment relationship individually or collectively within the framework of applicable legislation on collective representation and trade union membership without the fear of discrimination, in whatever form.
- Employees of the business partner may terminate their employment relationship within legally applicable time limits.
- In case of the use of private or public security forces to protect projects, the business partner shall ensure that the use of any kind of torture, causing injury to life as well as the suppression of freedom of association is excluded.

1.8. Occupational health and safety

- A safe and healthy work environment is to be ensured. The business partner takes appropriate organizational and other measures to manage occupational safety and health risks. As a minimum, the business partner ensures compliance with the statutory regulations applicable to the workplaces.
- Individuals in need of protection are to be provided with special protection. This includes, but is not limited to, young workers, young mothers, pregnant women, and people with disabilities.

1.9. Grievance mechanism

- At the operational level, the business partner is responsible for establishing an effective grievance mechanism for individuals and groups of people.
- Employees who lodge a complaint based on this Code and/or applicable national/international law must not be subject to any form of disciplinary or retaliatory measures.

2. Ethical Business Behaviour

2.1. Fair competition

- In the interests of free competition, the business partner shall entirely refrain from anti-competitive behavior, such as price arrangements, market segmentation, or price fixing. They shall pursue a zero-tolerance strategy regarding competition agreements and train their employees accordingly.

2.2. Confidentiality/Data protection

- The business partner shall comply with the principle of confidentiality and respective data protection regulations.

2.3. Integrity/Bribery, accepting benefits

- The highest standards of integrity shall be applied to all business activities.
- In the case of bribery, corruption, money laundering, extortion, and embezzlement, a zero-tolerance policy applies, which might entail liability. The business partner shall comply with all applicable national and international regulations, laws, and standards in this regard.

- Procedures for monitoring and enforcing the aforementioned standards shall be applied to ensure compliance with anti-corruption laws.

2.4. Intellectual property

- The business partner shall disclose potential conflicts of interest in relation to business activities without the need for solicitation.
- Protection of trade secrets of Henry Lamotte Food GmbH shall be a direct concern of the business partner.
- Intellectual property rights might be taken into account.

3. Ecological Responsibility

3.1. Management of Resources

- Optimal environmental protection (soil, water, air, and genetic diversity) shall be ensured at all stages of the manufacturing process. This includes the prevention of any type of harmful impact on soil change, water pollution, air pollution, harmful noise emission or excessive water consumption that impairs access to clean drinking water, sanitary facilities and natural bases for the production of food. Potential environmental hazards shall be systematically identified and eliminated.
- The business partner shall commit to careful and sustainable use of natural resources and act with increased caution and responsibility for the environment and nature.
- The business partner shall strive to use and promote environmentally-friendly, in particular energy- and watersaving, technologies within the company. Appropriate and comprehensible measures and management systems (for example according to ISO 14001 or similar) shall be implemented for this.
- The business partner shall follow a systematic approach to identify, manage, reduce, responsibly dispose of, recycle, or reuse waste.
- Persistent organic pollutants are a danger to the environment. For this reason, the business partner shall ensure that no chemicals according to Article 3 (1) (a) and Annex A of the Stockholm Convention (23 May 2001) are used. The business partner shall also undertake a separate hazardous substances management to ensure that hazardous substances are safely handled, transported, stored, reprocessed, reused, or disposed of.

- An awareness of the prohibition of the export and import of hazardous waste according to the Basel Convention (22 March 1989) within the meaning of Regulation (EC) No 1013/2006 of the European Parliament and of the Council (14 June 2006) on shipments of waste, as last amended by Commission Delegated Regulation (EU) 2020/2174 (19 October 2020) is assumed.
- Measures to determine and reduce CO₂e emissions shall be taken.

3.2. Protection of biodiversity

- As part of their business activities, the business partner undertakes appropriate efforts to protect biodiversity. Nature is the basis of life and an insurance for us and future generations.
- Good agricultural practices, including conservation of soil fertility and genetic diversity, is to be promoted.
- Endangered species are to be protected.
- The destruction of forests is one of the main causes of climate change. The business partner should not be involved in the deforestation of native vegetation for agricultural purposes. Forest clearance of any kind is unacceptable for us, particularly in the following areas: primary forests (e.g. rainforests), riparian vegetation, wetlands, marshes, rivers meadows, steep slopes, and above-ground carbon deposits at high altitudes.
- There shall be no land-grabbing. The business partner shall undertake measures to avoid illegal land use.

4. Audits

- The business partner will allow us to check their compliance with our Code of Conduct.
- In order to monitor compliance with our standards, Henry Lamotte Food GmbH is entitled to carry out audits themselves or to have third parties carry out such audits while maintaining absolute confidentiality and transparency.
- If the audit at an operational site reveals problems, we will work together with our business partner to develop an action plan. Serious violations detected during the audit may jeopardise our business relationship.

5. Fulfilling due diligence duties

We expect our business partner to accept and integrate the above requirements into the management of their company, to identify the risks related to their supply chains, and to take appropriate measures. In the event of suspected violations and

in order to protect supply chains with higher risks, the business partner will proactively, promptly, and, if necessary, regularly inform Henry Lamotte Food GmbH about identified violations, risks and the appropriate measures taken.