

# MANUAL FOR SUPPLIERS OF HOOGVLIET B.V.



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#### 1. GENERAL

#### A. INTRODUCTION

For many decades, Hoogvliet has made an effort to successfully collaborate with its suppliers. Proper agreements are a precondition for the delivery of quality products. Hoogvliet wants to know where these quality products originate from and how they are manufactured.

Hoogvliet also attaches conditions to packaging and transportation, in the course of which socially responsible entrepreneurship and sustainability are of paramount importance. In order to continuously guarantee this quality to consumers, Hoogvliet has drawn up this manual for suppliers ("Manual"). It contains regulations for the packaging of products, the quality of the products themselves, logistics and the financial settlement of transactions.

Quality also means: reacting swiftly when a product proves *not* to comply with these requirements. Within this scope, this Manual also contains regulations for emergencies and recalls.

As of 2020, Hoogvliet receives goods in its distribution centre in Bleiswijk, the Netherlands. This is a largely automated distribution centre. There are different conditions that apply for delivery to an automated distribution centre as opposed to a manually operated one. These conditions are included in this Manual.

The Manual is an addition to the General Conditions of Hoogvliet. This means that the Manual applies to all agreements established between Hoogvliet and the supplier. The most recent version of the documents "General Purchase Conditions of Hoogvliet B.V." and "Manual for suppliers of Hoogvliet B.V." are available on the Hoogvliet website via: <a href="https://supplier.hoogvliet.com">https://supplier.hoogvliet.com</a>.

#### **B. ABBREVIATIONS**

In this Manual, the terms used hereinafter are defined as follows:

- General Food Law Regulation: Regulation (EC) Nr. 178/2002 of the European Parliament and the Council dated 28 January 2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety:
- General Conditions: General Purchase Conditions of Hoogvliet B.V., which this Manual applies to;
- APERAK: <u>Application Error and Acknowledgement Message</u>, electronic order confirmation used in EDI messaging;
- BRC: British Retail Consortium:
- BSCI: Business Social Compliance Initiative;
- DESADV: <u>Des</u>patch <u>Advice</u>, electronic packing slip used in EDI messaging;
- EDI: Electronic Data Interchange;
- FEFO: first expired first out; method providing that the goods of which the shelf life expires first are dispatched first;
- FSSC22000: A specific Food Safety Standard;
- GDSN: Global Data Synchronisation Network (GS1);
- GMO: Genetically Modified Organism;
- GFSI: Global Food Safety Initiative;
- GLN: Global Location Number, uniform GS1 barcode used worldwide, for the identification of a location (address code);
- GS1 DAS: GS1 <u>Data Source</u>, the product data pool of GS1 Netherlands for the exchange of product data;
- GTIN: Global Trade Item Number, uniform, 8/12/13/14 digit GS1 barcode used worldwide for the identification of a product or service that is traded (priced, ordered, invoiced, etc.). Also known as EAN or barcode;
- Manual: this is the manual for suppliers of Hoogvliet;
- Hoogvliet: the private company with limited liability Hoogvliet B.V. and the entities affiliated with Hoogvliet;
- IFS: International Food Standard;
- INVOIC: electronic invoice used in EDI messaging;
- MDM: Master Data Management:
- NVWA: Dutch abbreviation of the Netherlands Food and Consumer Product Safety Authority;
- Agreement: every written agreement between Hoogvliet and the supplier, including every purchase order;
- RSPO: Roundtable on Sustainable Palm Oil;
- RTRS: Roundtable on Sustainable Palm Soy;
- REACH: European regulation addressing the production of and trade in chemical substances;
- Sandwich pallet: a pallet added in between by the supplier to prevent one pallet from containing more than one (1) product;
- SIM: Supply Chain Information Management;
- SSCC: Serial Shipment Container Code, 18-digit GS1 barcode for the identification ("track and trace") of a logistical unit, such as a pallet;
- THT: Dutch abbreviation of "Best-Before"

#### 2. ELECTRONIC DATA EXCHANGE

#### A. PRODUCT DATA

For non-own-brand products Hoogvliet will only accept product data that are supplied through GS1 DAS or another GDSN (Global Data Synchronisation Network) certified database. For own-brand products Hoogvliet will only accept data through SIM (Supply Chain Information Management) or GS1. The supplier is responsible for proper, complete and timely delivery of product data. Product data include the label information required by law.

Furthermore, the supplier must comply with the following rules:

- The definitive product data of new products must be submitted to Hoogvliet in time prior to the introduction.
- Contact information, including GLNs and used data pools and contact person, must be exchanged between the supplier and Hoogvliet in advance.
- Product data must be submitted in accordance with the agreements in the Dutch food and drug retail sector as laid down in the most recent GS1 implementation convention.
- Product data that are offered must be fitted with label information, in accordance with the legislation pertaining to the provision of food information to consumers.
- Data concerning measurements of products must be offered in accordance with the most recent version of the international regulations for measuring products, as drawn up by GS1 DAS.
- GTINs are exclusively assigned or amended in accordance with the most recent version of the GTIN Allocation Rules.
- Each amendment of an existing product must be published by the supplier to the Dutch cooperative purchasing association Superunie in a timely fashion by way of GS1 DAS or GDSN, in consultation with the category manager of Hoogyliet.

After extensive checks by GS1 DAS, Hoogvliet will yet again assess the data received for quality (completeness, timeliness and correctness).

The supplier will bear any (revision) costs in case of erroneous, incomplete or overdue delivery of product data. This also applies for the costs of any additional (preventive) assessments if the quality of data delivered by supplier in the past proved insufficiently reliable.

#### B. TRANSACTIONAL MESSAGES

The exchange of orders, order confirmations and invoices between the supplier and Hoogvliet runs electronically through EDI messages. The supplier always uses the below version of GS1 message standards for all EDI messages. The supplier must proactively inform itself of any changes in the message standards and implementation conventions and is expected to implement and will implement these accordingly, after consulting with Hoogvliet.

Accepted message standards and implementation conventions are:

- ORDERS version D.96A;
- APERAK version D.96A:
- DESADV version D.01B;
- INVOICE version D.96A.

Electronic message traffic between the supplier and Hoogvliet will run as follows:

- ORDERS: Hoogvliet sends an order to the supplier using the message ORDERS.
- APERAK: the supplier sends a confirmation of receipt of the order by way of the message APERAK.
- DESADV: the supplier sends an electronic packing slip to the delivery address using the message DESADV. DESADV messages (level 4) must be sent by the supplier at least 2 (two) hours prior to delivery. DESADV messages must be in accordance with the physical content of the delivery (number of trading units, weight, product GTIN) and appurtenant SSCC label(s).
- INVOIC: after delivery of the order in question, the supplier will send an invoice to Hoogvliet using the message INVOIC. This message contains the types of products, unit price and quantities. INVOIC messages must be in accordance with the physical content of the delivery (number of trading units, weight, product GTIN). The supplier will send the invoices in a pdf format and xml format to facturen@hoogvliet.com.

The supplier will bear any (revision) costs in case of erroneous, incomplete or overdue delivery of EDI messages.

All specifications pertaining to the EDI message traffic are stated on <a href="https://supplier.hoogyliet.com/edi">https://supplier.hoogyliet.com/edi</a>.

#### 3. FOOD SAFETY AND PRODUCT QUALITY

#### A. FOOD SAFETY

Suppliers of food and non-food products deliver their products in accordance with all current legislation. For food in particular, the General Food Law Regulation (EC Regulation 178/2002 of 28 January 2002) laying down the general principles and requirements of food law, is applicable, among other things (also known as the General Food Law, GFL).

The supplier must have a system in place and maintain this for:

- inspection and identification of the working method for production and processing of the goods, for the benefit of monitoring their compliance with legal requirements and logistical traceability of goods that may be unfit as a result of an unfit method of production or an unfit working method;
- identification of the (other) supplier from whom the raw materials that make up the goods originate from and which batch codes and lot codes are attached to these, for the logistic traceability of goods that may be unfit as a result of unfit raw materials. The goods must be properly labelled for this traceability.
- documentation of the compliance with legal requirements and making this documentation available to Hoogyliet.

In so far as the General Food Law Regulation so requires, the supplier must also impose the relevant obligations as referred to hereinabove on its (other) suppliers with regard to the products and raw materials delivered to the supplier and the manner in which the goods referred to hereinbefore are manufactured.

The supplier will keep custody of the collected data arising from the obligations as referred to hereinabove for at least one year after the use-by date of the product in question.

The supplier will notify Hoogvliet forthwith as soon as the supplier receives a complaint about one of the (raw materials processed in the) products or else about the manner in which the product in question (or else one of its raw materials) is produced or processed.

#### B. FOOD FRAUD

Hoogvliet actively opposes food fraud and conducts a zero tolerance policy in this regard. Within that scope, Hoogvliet prohibits any form of (food) fraud, to any extent possible. Any form of food fraud, including any suspicion (for example due to an investigation into the supplier in question by the NVWA) on the part of Hoogvliet that there may be a case of food fraud against which the supplier in question failed to deliver proof to the contrary in time and in the opinion of Hoogvliet also failed to do so adequately, will entitle Hoogvliet to terminate all Agreements or cancel these Agreements with immediate effect and discontinue the relationship with the supplier in question immediately. In such a case, Hoogvliet will also have the right to notify all parties and authorities involved of such a (suspicion of a) case of fraud and to publicly announce the termination of the relationship with the supplier in question, while stating the reasons of this termination if necessary.

#### C. CODE OF CONDUCT SUSTAINABLE TRADE

The requirements set for sustainability by Hoogvliet with regard to its (other) suppliers are laid down in the Code of Conduct Sustainable Trade. This code of conduct is added as attachment 1 to, and as such forms an integral part of this Manual.

The supplier may be requested to submit an internal document, adopted by its management, to draw attention to the topics mentioned above. The supplier must also cooperate with inspections to be conducted by or on behalf of Hoogvliet in connection with the topics mentioned above.

#### D. CONDITIONS FOR PACKAGING AND LABELLING

#### Quality of packaging

All products delivered to Hoogvliet (both the consumer unit and the trade unit) must be packed and labelled properly and in accordance with legislation. The supplier must deliver products under, but not limited to, the following conditions regarding packaging:

- General: pursuant to legislation regarding proper methods of manufacturing for materials and items designated to come in contact with food products.
- In principle, polyvinyl chloride ("PVC") is not permitted as packing material.
- All information with regard to the types of material must be included in the product specification, in order to include this information in the guide for waste collection on the packaging.

The supplier is liable for damage caused by insufficient and/or inadequate packaging. If the packaging requires adjustment, be it based on legal obligations or at the request from supplier in itself, the costs for this will be borne by the supplier.

#### E. FORCE MAJEURE IN CASE OF DECLINING CONSUMER DEMAND

A (sudden) decline of consumer demand for certain products is possible, for example due to a fear (either or not justified) of health risks relating to the product in question. This may concern risks of contamination, additives, bacteria, viruses, disease, environmental disasters or pollution. Such cases of declining consumer demand are beyond the control of Hoogvliet. In such cases of force majeure, Hoogvliet may suspend its obligations towards the supplier with regard to a specific Agreement, such as accepting or calling up products and the payment of these products. If the declining consumer demand continues for two weeks or more, Hoogvliet may elect to partially or wholly terminate the Agreement in question.

#### 4. PRIVATE LABEL

In addition to all that applies for all products, there are specific regulations for products that have a brand, trade name and/or distinguishing mark from Hoogvliet attached to them ("Private Label Products").

#### A. CERTIFICATION REQUIREMENTS

The supplier guarantees to be demonstrably certified for the entire production process, including the entire course of processing, treatment and packaging of the product to be consumed at all (production) sites, in accordance with the standards referred to below:

- primary sector: GLOBALG.A.P. (or a comparable standard Hoogvliet has agreed with the supplier);
- production companies Food: IFS Food, BRC Global Standard for Food Safety, FSSC 22000:
- production companies Non-Food: IFS HPC, BRC Consumer Products Standard;
- service companies: IFS Logistics, IFS Broker, BRC Global Standard for Agents and Brokers, BRC Global Standard for Storage and Distribution.

This may only be deviated from in consultation with the quality department of Hoogvliet. Hoogvliet may conduct an inspection or have an inspection conducted on food safety at the supplier, packaging company or producer, before going into business with this supplier.

#### B. CHAIN TRANSPARENCY

Hoogvliet wants consumers to be able to make an informed choice regarding sustainable products. Within that scope, Hoogvliet aims to make the entire commercial chain transparent, starting from the source. Besides this, transparency is of significant importance for a possible recall to be handled properly.

The supplier must be able to provide Hoogvliet with information pertaining to the commercial chain before a product is delivered to Hoogvliet by the supplier. The supplier must therefore immediately submit a report at the request of Hoogvliet, from which report the traceability of the goods and the raw materials processed there within are evidenced. Besides this, the supplier will cooperate with filling in questionnaires about different aspects of the circumstances of production. This is done in collaboration with SIM Supply Chain (www.simsupplychain.com).

#### C. COMPOSITION, LABELLING AND PACKAGING

The supplier guarantees that the composition, labelling and packaging of the Private Label Products are in compliance with the instructions of Hoogvliet and the legal regulations that apply in this regard.

Prior to delivery, the supplier will provide Hoogvliet with a detailed written report of the quantity and identity of the ingredients contained within Private Label Products. Changing the composition, labelling or packaging of the Private Label Products is only permitted after written consent in advance from Hoogvliet.

#### Packaging

The supplier will purchase the required packing material at its own expense and risk, on orders from and according to the instructions by Hoogvliet.

#### D. INTELLECTUAL PROPERTY

The supplier will not use the auxiliary materials (as described in article 10.2 of the General Conditions) for other purposes than preparing the relevant Private Label Products for delivery to Hoogvliet. The supplier will not make the auxiliary materials as referred to available to third parties or use these for third parties.

In case of a termination of the Agreement, the supplier will immediately return the auxiliary materials as referred to hereinbefore to Hoogvliet.

The supplier will not offer for sale, sell or deliver goods of any brand belonging to Hoogvliet, to third parties. This also applies in case the goods in question are not in compliance with the agreed (quality) requirements or in case Hoogvliet has terminated the Agreement appurtenant thereto.

#### E. PRODUCTION PRIVATE LABEL PRODUCTS

The supplier producing and delivering Private Label Products and/or using recipes and specifications of Hoogvliet, may only offer these products to and/or use these products for third parties after written consent from Hoogvliet. This also applies for deliveries that are returned, overproduction, etc.

On request from Hoogvliet, the supplier must provide information on the extent to which the timeliness and continuity of the production of Private Label Products is guaranteed.

#### F. PRODUCT REQUIREMENTS

Products may not be produced at a site other than as specified in the product specification (including processing, treating and packaging) without prior consent from Hoogvliet.

Specific (non-exhaustive) requirements for Private Label Food products:

- The supplier is obliged to submit a specification which in any case contains all relevant requirements as described in the regulations (EC) No 2073/2005 (on microbiological criteria for foodstuffs) and (EC) 1881/2006 (on setting maximum levels for certain contaminants in foodstuffs).
- It is not permitted for the products to contain AZO dyes.
- Products are free from flavour enhancer E621.
- All products are GMO-free unless the quality department of Hoogvliet has granted written consent.
- If palm oil is used in production or as an ingredient of the product, this must be sustainable certified palm oil RSPO (Mass Balance or Segregated) or equivalent to this
- If soy is used in production or as an ingredient of the product (>2% of the product), this must be sustainable certified soy (RTRS or equivalent).
- If fish is used as an ingredient in the product, this must be MSC or ASC (if available or an equivalent of this) or else be assessed as green by Dutch Good Fish guide Viswijzer.
- If fish is used as an ingredient for animal feedstuffs (>2% of the product) this must be MSC, ASC (or equivalent) or else be assessed as green by Dutch Good Fish guide *Viswiizer*.
- If cocoa, coffee or tea are used as ingredient in the product, this must be UTZ or an equivalent sustainable certified cocoa.
- If the product consists of, or is packed in plastic, this must be free from PVC.
- Wine from risk areas is certified in the field of Social Compliance.
- Ingredients in which fresh and long life dairy products are used must originate from suppliers connected to a recognised sustainability programme.
- Cane sugar used as an ingredient must be certified.
- If eggs or products from eggs are used, the use of free range eggs (or an equivalent of this) is obligatory, the use of eggs from caged hens is prohibited.
- Paper consumer packaging is FSC certified (or equivalent).
- Vegetables used as a main ingredient in cans or jars must be produced according to GlobalG.A.P. and GRASP.
- If chicken or pork meat is used as an ingredient of the product (>5% of the product) it must be produced sustainably.
- Pork must have at least a one (1) star certification of the Dutch Better Life standard.
- Shrimps must be MSC certified.
- If hazelnuts are used as ingredient of the product (>5% of the product) this must be produced independently on Social Compliance.
- If fruit is used as a main ingredient in fruit juice, this must be produced sustainably.
- All packing material is in accordance with the legislation concerning proper methods of manufacturing with regard to materials and items that are designated to come in contact with foodstuffs.
- The total concentration of lead, cadmium, mercury and hexavalent chromium or compounds of this (demonstrable through lab results) weighs no more than 100 ppm (article 14, of the Dutch Paper and Cardboard Packaging (Management) Decree).

The specific requirements for Private Label Non-Food products are the following:

The supplier is obliged to submit a specification of all relevant requirements that apply to the European regulations and the Dutch Commodities Act currently in force and all the related resolutions and regulations. All Private Label Non-Food products in any case are in accordance with Section 18(a) of the Commodities Act and do not constitute a risk for the safety and health of humans and furthermore are also in accordance with the General Product Safety (Commodities Act) Decree. Cosmetic products must comply with Regulation (EC) No 1223/2009. The supplier will also announce cosmetic products in the digital European notification system Cosmetic Products Notification Portal (CPNP). Biocides must comply with the Directive 98/8EC and with the Dutch Plant Protection Products and Biocides Act.

The following are some more specific (non-exhaustive) requirements that apply for all Private Label Non-Food products:

- Products must comply with basic principles of REACH.
- Producten are GMO-free.
- If palm oil is used in production or as an ingredient of the product, this must be sustainable certified palm oil RSPO (Mass Balance or Segregated) or equivalent to this.
- If soy is used in production or as an ingredient of the product (>2% of the product), this must be sustainable certified soy (RTRS or equivalent).
- All products must be free from microplastics.
- If the product consists of, or is packed in plastic, this must be free from PVC.

Suppliers and/or production sites in high-risk countries (<a href="http://www.bsci-intl.org">http://www.bsci-intl.org</a>) must be audited in the field of social compliance (BSCI or equivalent).

Hoogyliet does not accept the use of animal testing for the production of goods.

Hoogyliet expects the supplier to have included this in its contracts with other suppliers.

#### G. INSPECTION AND MONITORING

Hoogvliet is authorised to conduct unannounced inspections of the Private Label Products (or have such inspections conducted on its behalf) during production, treatment and/or storage.

If at any given time it becomes evident, or if it is reasonably expected that the Private Label Products do not comply with an Agreement, Hoogvliet will immediately communicate this to the supplier. In such case, the supplier will take all necessary measures in time, to ensure that the products comply with the Agreement as yet.

The supplier is obliged to immediately issue a warning to Hoogvliet in the event that the supplier is aware of, or suspects that a Private Label Product is in breach of legal requirements or is not in accordance with the latest state of scientific knowledge pertaining to health, hygiene or safety.

The supplier will keep custody of its own inspection reports during at least one (1) year after the Best-Before date of the relevant Private Label Products and have these available for Hoogyliet.

#### H. EXCLUSIVITY

If exclusivity has been agreed with regard to the composition, the design of the Private Label Product or other label, and/or the sale of a Private Label Product, the supplier will guarantee the exclusivity for the duration of the Agreement.

#### 5. DELIVERY

Besides the general conditions, delivery of dry grocery items and chilled products must comply with additional delivery conditions for automated distribution centres. This does not apply for delivery of potatoes, vegetables and fruit and frozen products to Hoogvliet. The general conditions are set out in paragraphs A – K of this chapter. Additional conditions for automated distribution centres, applicable for dry grocery items and chilled products are set out in paragraph 5.L.

In so far as applicable, the regulations below are also in force if the goods are collected at the supplier (backhauling).

#### A. ORDER AND DELIVERY

Hoogvliet assumes that the supplier can deliver on any desired day, from Monday through Saturday. Consequently, deliveries on Sunday, holidays and at night must be possible without additional costs and without the loss of the Best-Before guarantee.

#### B. DELIVERY ON TIME AND IN FULL

Every order must be delivered on time, in full and in accordance with the arrangements and the proper specifications. Backordering is not permitted without consulting Hoogyliet.

The logistic performance of the supplier is measured on the basis of four (4) KPIs:

- 1. delivery on time (percentage delivered on time, in accordance with the agreed time of delivery;
- 2. delivery in full (percentage 100% delivery, in accordance with the ordered quantity);
- 3. deviations observed upon receipt of the physical delivery:
- 4. invoice errors (percentage erroneous invoice lines).

#### Re 1. Delivery on time

For each (EDI) order, Hoogvliet will state the delivery date, if necessary with a specific time of delivery. The supplier will subsequently make an appointment for unloading based on the delivery time and the moment of delivery. In doing so, the customary periods of the unloading address will be taken into account.

Delivery times that have been agreed are binding. Delivery before the delivery time is only possible after consent from Hoogvliet.

In case of overdue delivery, Hoogvliet reserves the right to charge the supplier in question for direct and/or indirect costs (for example courier costs) arising from this.

If the supplier arrives too early, Hoogvliet may reject the delivery. If an early delivery is not rejected, Hoogvliet will inform the supplier about the expected waiting time for the supplier.

If the supplier anticipates a late arrival of a delivery, the supplier will communicate this to Hoogvliet immediately by email or by telephone, stating the reason and subsequently agree a new delivery time in consultation with Hoogvliet. In case of a delay, the supplier is obliged for both national as well as international transportation, to continue informing Hoogvliet at the agreed frequency about the expected time of arrival. If Hoogvliet considers the announced, or

otherwise anticipated transgression of the delivery time unacceptable, it may terminate the agreement of the delivery in question by means of a written statement.

Hoogvliet will monitor the delivery performance of the supplier through a vendor rating system.

As far as delivery times is concerned, Hoogvliet will compel suppliers to abide by the GS1 guideline drawn up to that effect. This means that delivery must be made within the window of no more than 30 minutes before or after the agreed time of delivery. Hoogvliet will approach its suppliers in this regard, in accordance with the performance.

#### Re 2. Delivery in full

Agreed quantities are binding for the supplier. Delivery of smaller or larger quantities may only be made after consent from Hoogvliet.

The damage and/or costs incurred by Hoogvliet as a result of failure to deliver, failure to deliver in time, failure to deliver completely or as a result of non-conformity of the delivery otherwise, must be compensated for by the supplier. Non-conformity of the delivery will include: physical deviations, damage, lack of a Best-Before date and/or lack of a GTIN on the outer packaging. Circumstances beyond the control of the supplier will in any case not include staff shortage, strikes, sickness among staff, late delivery by other suppliers, unexpected price increase, rejected raw materials/ingredients required for the production process or breach of contract by third parties established by the supplier.

#### C. SAMPLES

In case of new products, the supplier will send samples of these to Hoogvliet. Samples provided by the supplier to Hoogvliet are always free of charge, both prior to as well as after concluding an Agreement. By no means whatsoever does a request for the delivery of samples create an obligation for Hoogvliet to place an order for the product in question.

The quality of the products that are subsequently delivered must at least match the quality of the samples.

Furthermore, the supplier will take product samples from every production lot / batch and, for the duration of the Best-Before period, store these samples prudently and keep them available for Hoogvliet.

#### D. PACKAGING

#### Individual package

All products must be properly packaged. The products must be packaged in such manner that with normal transportation the destination for delivery is reached in good condition, where the products can be safely unloaded. The following applies in particular:

- The supplier conforms to the basic principles of the measurement standard for outer packaging.
- Packaging can be opened easily and without any auxiliary tools (for example boxes are not stapled shut, there is no use of powerful adhesives).
- If cardboard is used, packaging will be of such quality that it will not collapse and is fit to be stacked along with similar and other packages.
- In case of the use of trays as outer packaging, the supplier must shrink the trays with film.

#### Text on individual packages

- At the outside of the package, it must be clearly visible what the content is (content, brand and product name).
- In case of a Best-Before/Use-By date, this must be clearly visible on the outside of the package.
- The GTIN (trade unit) of the package must also be clearly visible.
- The GTIN of the consumer unit may not be visible outside the package.
- In case of hazardous substances, the outside of the package must have proper hazard labels, including clearly legible UN-numbers and hazard class.
- The product sheet hazardous substances must be submitted by the supplier. In case
  of changes on the product sheet, this must always be communicated by the supplier at
  the earliest stage.
- In case of specific requirements during storage (such as temperature conditioning, sunlight, etc.) and handling (upright positioning, fragility, etc.) this must be clearly recognisable on the outer package.
- Lot numbers and serial numbers must be visible on the box at all times.

The supplier must inspect and test any packing materials delivered by Hoogvliet and other items delivered for treatment and/or processing as soon as possible after receiving them. The supplier must communicate any defects and/or inconsistencies to Hoogvliet no later than three (3) days before the treatment and/or processing or use.

#### E. LOAD CARRIERS

Standardisation in the dimensions of load carriers is important for efficient transportation from the supplier to the distribution centre of Hoogvliet. Therefore, Hoogvliet expects its suppliers to deliver all products on pallets or roll containers and that the requirements for load carriers and stacking and loading of pallets as set out below are followed. Deviating from the requirements as referred to above will only be accepted after written consent from Hoogvliet.

#### Roll containers

- Hoogvliet uses the following roll containers: roll-in containers, rollies, CC-dollies, Hoogvliet roll containers and Hoogvliet thermo-containers.
- Hoogvliet may require from supplier that delivery is made on roll containers for items to be named specifically.

#### Pallets

- Hoogvliet uses two pallet dimensions: 100x120 cm and 80x120 cm.
- The pallets must be safe, damage-free, dry, clean, vermin-free and of good quality.
- Goods must be delivered on pool pallets. The only pool pallets accepted by Hoogvliet are the following:

Pool organisation	Dimension 100x120 cm	Dimension 80x120 cm
LPR	V	V
CHEP	V	V
DPB	√	
IPP LOGIPAL	√	V
POOL PALLETS (EPS- safe/potatoes, vegetables and fruit)	V	
H1 (fresh)	√	

- Frozen foods may only be delivered on EPAL pallets.
- In case of sandwich pallets, the same conditions as above apply for pallets stacked in between.

#### Height and weight of load carriers

- The maximum stacking height is 210 cm, including the load carrier.
- A load carrier of 100x120 cm that is loaded must weigh no more than 1,200 kilograms, including the load carrier. A load carrier of 80x120 cm that is loaded must weigh no more than 1,000 kilograms, including the load carrier.

#### Loading and stacking of load carriers

- Load carriers are stacked within their surface area. The load may not stick out beyond the edges of the load carrier.
- The height of each layer must be the same for the entire pallet.
- Load carriers are stacked according to a fixed and overlapping brick pattern. The homogeneity of loading must be such that after removal of additional (transportation) packaging, the products remain stable on the load carrier.
- Every layer consists of a similar number of packages.

- Load carriers may contain no more than two (2) Best-Before periods each. The
  products with the shortest Best-Before period must be loaded last and on top of the
  load carrier.
- Load carriers may contain no more than one (1) product each.
- If the quantity ordered is so low that for efficiency reasons multiple products may be stacked, this will only be possible if a sandwich pallet is used for each product.
- Two-thirds of the fork opening of the pallet must be free from sealing film.
- Packages may not be attached to each other by labels.

#### F. DURABILITY AND TEMPERATURE

The shelf life agreed by Hoogvliet applies for every delivery. Every delivery must be made according to the FEFO system. Therefore, every product must have at least the same Best-Before date or longer compared to the products from every previous delivery.

For every package unit, all the products in the unit must have the same Best-Before date. One (1) delivery will contain a maximum of two (2) Best-Before dates per product. A load carrier will contain a maximum of two Best-Before dates each. Hoogvliet will only accept products that comply with the Best-Before standard, as agreed between Hoogvliet and the supplier.

The supplier will ensure that throughout the entire chain, the products are always stored and transported under conditions that guarantee the quality is maintained and that at least comply with all legal requirements. In case of products that are sensitive to temperature, the supplier will ensure that the products are delivered at temperatures that are not over or under the legally permitted levels. If the temperature is beyond the minimum or maximum temperature upon delivery, Hoogyliet may reject the delivery in question and return it immediately.

Temperature standards on receipt:	Standard	Rejection limit
Fresh chicken, wild game, fish and fresh meals *	0 - 4°C	> + 4°C
Fresh chilled, beef and pork *	0 - 7°C (aim 0 – 4 °C)	> + 7°C
Frozen food products	< - 18°C	> - 15°C

<sup>\*)</sup> If the manufacturer states a storage temperature on the packaging that is lower than the legally prescribed temperature, this lower temperature must be maintained upon receipt.

#### G. DELIVERY

Delivery will only be by box truck that unloads at the back. Hoogvliet may require use of a chain unloading truck. The supplier must abide by the regulations in force at the delivery site. The driver must unload the cargo himself and place the goods in the location as stipulated. The driver must also bring along a pallet jack.

In case of sandwich pallets, these will be unstacked by a Hoogvliet employee. The driver will wait until the final pallet has been accepted by Hoogvliet.

#### H. SSCC LABEL

#### Quantity and position

Each package unit must be fitted with two (2) SSCC labels with an SSCC code. In case of sandwich pallets, each individual sandwich pallet must be labelled separately (with a unique SSCC). The labels must be attached at the positions as stipulated in the GS1 guideline. Refer to the manual on <a href="https://www.gs1.nl">www.gs1.nl</a> for this. Hoogvliet may charge the additional handling costs for deliveries with SSCC labels that cannot be scanned to the supplier.

On delivery to the final destination, the package unit may only be fitted with the SSCC labels of the delivery in question. All other labels containing information in the form of a barcode must be either removed or taped over prior to delivery.

#### Size and content

Every load carrier must have an SSCC label in A-5 size. The design and content of the label must be in compliance with the GS1-format. Each label must provide:

- SSCC barcode
- SSCC number;
- GTIN order unit;
- number of products;
- Best-Before item per load carrier:
- the order number of the purchaser;
- description of the products;
- net and gross weight of the goods;
- content per package;
- number of packages;
- number of load carriers;
- Hoogvliet branch number in case of a cross dock delivery\*.
- Roll container number in case of a cross dock delivery (for example: 1 of 3, 2 of 3,...)

The manner in which the SSCC label is taped on must ensure that it does not become unattached from the package units under normal circumstances and scanning the label is not hampered.

\* Cross dock delivery is a method where the supplier delivers the goods at branch level on separate pallets or other load carriers. This may be the Hoogvliet distribution centre or a direct delivery to a branch of Hoogvliet.

#### I. PACKAGING

The supplier is obliged to take back all additionally used packaging (including packing cases, crates, pallets, etc.) in return at its own expense and risk immediately after unloading, with the exception of items that form part of the so-called pool system. Should the supplier fail to do so, Hoogyliet will carry out the removal at the expense of the supplier.

#### J. RECEIPT AND INSPECTION

Hoogvliet will be able to inspect the products delivered by the supplier and the supplier will cooperate with this. During the inspection of the products, an inspector of Hoogvliet will check the information on the packaging, the GTIN, the quantity and the Best-Before date. The inspector will also be able to check the load carriers (type, quantity, stacking and solidity) and the packing slip (number of items and load carriers). The quantity indication here must correspond with the order units (for example the number of crates) and not with the consumer units (for example the number of kilograms or some other measure of capacity). Finally, the inspector may also take samples. Hoogvliet is not obliged to check deliveries and may also accept a delivery subject to approval. Delivered products that were not ordered by Hoogvliet will be rejected.

If Hoogvliet performs an inspection of the products, the delivery truck may not depart until the cargo has been approved by the inspector in question.

It is possible that Hoogvliet is unable to take possession of the goods at the agreed time. In that case, the supplier will store, secure and insure the goods as apparent property of Hoogvliet and take all reasonable measures to prevent deterioration of the quality. The supplier will have it included in its insurance policy (policies) that any payments by the insurance company will be made directly to Hoogvliet. Hoogvliet and the supplier will make further arrangements regarding the period for storage, which will be no more than sixty (60) working days.

If Hoogvliet observes that certain items fail to comply with the drawn up or approved specifications or samples, this will be considered a shortcoming with regard to the entire batch. This may for instance concern products with the wrong Best-Before date, products that were held or transported at the wrong temperature, products with barcodes that cannot be scanned and damaged products. Surplus deliveries will also be regarded as a shortcoming. If such is the case, Hoogvliet may return the goods to the supplier (forthwith). All costs in connection with this (such as freight charges, entry costs and removal costs) will be at the expense and risk of the supplier. Besides this, Hoogvliet may require replacement or (full) crediting of the rejected goods, claim compensation for damages from the supplier and/or terminate the Agreement in question, in accordance with the provisions in the General Conditions.

Approval of a batch of goods does not discharge the supplier from its obligations, among other things with regard to hidden defects. Besides this, approval does not automatically imply approval for another batch.

The supplier must deal with complaints pertaining to deliveries on working days within four (4) hours and settle these complaints within twenty-four (24) hours. Failure on the part of the supplier to settle the complaint within this timeframe will require the complaint to be analysed with an appurtenant solution or recognition.

#### K. EMERGENCY PLAN AND RISK MANAGEMENT PROCEDURE

The supplier must have an emergency plan and risk management procedure in place to ensure delivery is guaranteed. The supplier may be asked to submit an internally adopted document in which such a plan and procedure are included.

#### L. ADDITIONAL CONDITIONS FOR DRY GROCERY AND FRESH CHILLED ITEMS

The additional conditions as referred to in this article apply for products delivered to an automated distribution centre. These conditions do not apply for suppliers of potatoes, vegetables and fruit and for frozen goods to Hoogyliet.

#### Stacking

- In case of a chimney shape it may be desired for the supplier to cover the pallet layer with a slipsheet.
- The maximum weight permitted per pallet layer is 250 kg. This is the weight including an auxiliary pallet required for warehouse storage.
- The maximum overhang of a pallet on both sides and across the entire height is 50 mm per side.

#### Strengthening

- The use of straps or belts to strengthen the pallet load must be avoided.
- The use of corner support brackets must be avoided.
- The use of dark-coloured film must be avoided.
- The film must stick to the pallet and may not be tied around the blocks of the pallet. Remaining bits and pieces from film used earlier must be removed.
- It is not permitted to glue packages together.
- The surface of the top and the sides of the pallet must be flat.

#### Slipsheets

Conditions for the weight of the slipsheet*		
Material	Thickness	
Cardboard	≥ 1 mm	
Corrugated cardboard	≥ 2 mm	

<sup>\*</sup>In general: the thicker the slipsheet, the smaller the chance of errors and blocking of the automated system.

- Slipsheets must be flat.
- Slipsheets consist of one piece.
- Slipsheets must be large enough to cover the pallet layer as much as possible but may be no larger than a pallet.
- Slipsheets have no punctures.
- Only one (1) slipsheet is used for each pallet layer.
- Slipsheets within one and the same pallet are identical.
- Slipsheets are not folded.
- Slipsheets are not glued to packages.
- The top of a pallet is not closed off with a slipsheet.
- It is not permitted to use slipsheets shaped like a lid.

#### SSCC labels

SSCC labels must be attached to both the short side and the long side.

#### Packaging

- Packages may not have loose lids.
- Products may not fall from the packages, avoid openings in the packages.
- Trays without film around them are no less than 50 mm in height and at least 1/3 of the height of the product.
- Holes in the bottom of the tray must be avoided as much as possible.

#### 6. RECALL

It is possible that certain products delivered to Hoogvliet by supplier fall short: because they are unfit for consumption (for example due to defects or possible health risks) or because Hoogvliet or consumers have their doubts about this. In such cases Hoogvliet may decide to recall the products in question from the stores and from the purchasers. If products have already been purchased by consumers, Hoogvliet may call on the public to return the goods. Hoogvliet has drawn up a plan for the supplier, which is to be adhered by in case of a recall: the Recall Procedure. This procedure commences in agreement with the supplier.

As soon as the supplier or Hoogvliet is of the opinion or has reason to assume that a product is unsafe, the Recall Procedure may be started by Hoogvliet. In that case, the supplier will submit information about the product in question to Hoogvliet at first request as soon as possible, however no later than within four (4) hours. The information to be provided must at the request from Hoogvliet in any case consist of:

- the product in question: name, GTIN, Best-Before date, batch, delivery date for each distribution centre, number of packages per delivery, order number;
- the production process of the product in question;
- the method of preparation of the product in question;
- the product specification of the product in question;
- a risk analysis of the product in question;
- (undesired) effects of the product in question to health;
- names and email addresses of the most important members of staff of the supplier;
- information on the other supplier(s) of the product in question;
- (any) other information Hoogyliet desires.

During the recall the supplier will report the most current information to Hoogvliet on a daily basis. The supplier is also always available for Hoogvliet by phone for consultations and for providing advice and support in the performance of the Recall Procedure. Within that scope, the supplier will provide the telephone numbers at which it can be reached by Hoogvliet (during and outside office hours). In consultation with the supplier, Hoogvliet will determine the communication with the NVWA.

The supplier will then collect the products in question at the location and time as stipulated by Hoogyliet and arrange for the removal and destruction of these products.

The supplier will provide no information about the recall to third parties in so far as this information also concerns the position of Hoogvliet, unless Hoogvliet has consented to this in advance.

Commencing the Recall Procedure does not discharge the supplier in any way whatsoever from its responsibilities and obligations.

All costs directly and/or indirectly relating to the recall, or else all direct damage (like pecuniary loss) and/or indirect damage (like damage to the image of Hoogvliet) that are incurred by Hoogvliet as a result of the recall will be at the expense of the supplier.

## 7. CENTRAL PAYMENT, INVOICING AND BONUS SETTLEMENTS

After completing a delivery or completing other assigned tasks, the supplier must immediately draw up a clear and specified invoice. The supplier will send such an invoice to the accounts payable department of Hoogvliet through the message INVOIC in a PDF format and XML format at facturen@hoogvliet.com.

The invoice must in any case contain the following information:

- GLN of Hoogvliet (invoice address);
- GLN of the delivery address:
- order number of the purchaser;
- actual delivery date at Hoogvliet;
- GTIN:
- product description;
- number of delivered goods;
- price per piece or per kilogram in the unit as included in the order.

It is important that every invoice complies with the above requirements. If an invoice does not (entirely) comply with the above requirements, Hoogvliet will have the right to suspend or refuse processing (and as such also payment) of that invoice.

A payment term of 60 (sixty) days applies to each invoice, unless a legal provision prescribes a different term. In the latter case, the shorter - statutory - payment term applies. The payment term starts after the delivery has been completed or after receipt of the invoice, whichever date is later.

If Hoogvliet pays according to the terms below, it will withhold the appurtenant percentages from the invoice.

#### Payment discount table:

- 14 days 2%
- 30 days 1.5%
- 60 days 1%

The standard conditions are included in the payment discount table. The Category Management may make arrangements with the supplier about this each year. The supplier will state the agreed percentages and terms on the invoice.

By payment of an invoice, Hoogvliet complies with all its obligations from the Agreement in question. A payment by Hoogvliet will only serve as payment of an invoice issued to it. A payment made by Hoogvliet to settle a certain invoice therefore cannot be regarded as a settlement of any other obligation of Hoogvliet.

The supplier remains obliged to deliver proper products to Hoogvliet, also after Hoogvliet has paid an invoice. Payment by Hoogvliet does not entail acknowledgement of reliability and does not discharge the supplier from any liability to that effect.

Hoogvliet and supplier reserve the possibility to make arrangements about bonuses in mutual consultation, which will be laid down in writing and to the letter of this bonus arrangement and article 8 of this Manual may be set off by Hoogvliet with the claims the supplier has on Hoogvliet.

#### 8. SET OFF

Hoogvliet may set off all its claims on the supplier with all the claims of the supplier on Hoogvliet, regardless if the claim(s) from (one of) the two parties are due and payable, subject to conditions or time limit. The claims that qualify for setoff by Hoogvliet explicitly, yet not exclusively, include claims arising from the (bonus) arrangements or agreements supplier concluded with Hoogvliet.

#### 9. CONFIDENTIALITY

The supplier and Hoogvliet exchange a lot of information, of which it is important that this is handled in strict confidence. Among other things, this includes information pertaining to the business of Hoogvliet, such as product prices and sales figures. The supplier will therefore keep this information confidential, and also other information that has been brought to the attention of the supplier within the scope of negotiations and performance of an Agreement (including the General Conditions and this Manual). The supplier will also not bring the content and the existence of an Agreement, the General Conditions and this Manual to the attention of third parties. The latter particularly (but not exclusively) applies to information on products, installations and processes the supplier has developed or used in collaboration with or on orders by Hoogvliet.

The confidentiality only pertains to information that is not known publicly or that has not become known publicly due to the actions of the supplier. The confidentiality does not apply when the supplier is legally obliged to make the information in question public, or if Hoogvliet has given advance written consent for disclosure.

If the supplier wishes to use the name, brands, trade names or intellectual property rights in advertisements or other publications (for whatever purpose) the supplier should first obtain written consent for this from Hoogvliet.

The supplier will also observe confidentiality as referred to hereinbefore after the end of the Agreement.

## ATTACHMENT 1: CODE OF CONDUCT SUSTAINABLE TRADE

#### INTRODUCTION

As it plays a part in the chain, there are certain responsibilities vested in Hoogvliet. Within that scope we aim for corporate social responsibility.

A Code of Conduct Sustainable Trade has been drawn up in order for our suppliers to be aware of the minimum requirements they must meet in the field of labour conditions, human rights and the environment.

This Code of Conduct is based on internationally recognised standards for human rights, labour rights and environmental requirements. We expect all our suppliers (of both products and services) to respect and comply with the standards incorporated here within. Besides this, our suppliers must also ensure that their own other suppliers also comply with these obligations.

Hoogvliet expects that if a supplier fails to comply with one or more of the standards and requirements laid down in this Code of Conduct this supplier will take immediate action in order to as yet comply with these as soon as possible. If the supplier refuses to do so or fails to make sufficient progress in this regard, Hoogvliet will reconsider its collaboration with this supplier.

If and the extent to which a supplier is able to meet certain requirements, also depends on the local circumstances of the supplier or the production site. If local circumstances render it impossible to comply with the standards that have been set, we will engage in discussions with the suppliers in question in order to reach a proper solution.

#### I. LEGAL REQUIREMENTS

Suppliers of Hoogvliet must abide by the applicable national laws and regulations and minimum standards of the branch, and also the ILO conventions (as drawn up by the International Labour Organisation) and United Nations Treaties.

- II. LABOUR CONDITIONS (ILO conventions 29 and 105)
- 1. There will be no form of forced or involuntary labour or slavery of any kind.
- 2. It is not permitted to take possession of identity papers of employees. Employees will also not be demanded to pay a security deposit. Subject to observing a reasonable period of notice, employees will be free to terminate their employment.
- Employees have the right to leave the place of work at the end of a normal working day.
- III. RIGHT TO FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING (ILO conventions 11, 87, 98, 135 and 154)

- 1. Employees have the right to form trade unions or become a member of one. Besides this, employees have the right to engage in collective bargaining.
- 2. Employer will not restrict or discriminate employees who are involved in a trade union in any way whatsoever.
- 3. In case of legal restrictions of the rights to freedom of association and collective bargaining, the employer must provide the opportunity for independent and free forming of organisation and bargaining.
- IV. CHILD LABOUR (UN Children's Rights Convention, ILO conventions 79, 138 and 182; ILO recommendation 146)
- 1. Children under the age of 18 may not perform labour that may jeopardise their health or safety, which includes night work.
- 2. Children until the age of 15 (and in some countries until the age of 14 or 16) may not perform labour during school hours. School hours, working hours and daily transportation (from and to school and work) together may not exceed 10 hours per day. If national or local legislation sets higher demands than this Code of Conduct with regard to child labour, then this national or local legislation shall prevail.
- V. DISCRIMINATION (ILO conventions 100, 11, 143, 158, 159, 169 and 183; UN Convention on the Elimination of All Forms of Discrimination against Women)
- Discrimination with regard to appointment, remuneration, education, promotion or termination of a labour relationship based on nationality, race, cast, ethnic or national background, religious or political conviction, age, disability, gender, civil status, family responsibility, social background, sexual orientation or participation in a trade union is not permitted.
- 2. Suppliers must provide a working environment where employees are protected against sexual intimidation of any kind and against discrimination or termination of a labour relationship on unjustifiable grounds, such as marriage, pregnancy, parenthood or HIV-status.
- 3. All employees with the same experience and qualifications will receive equal pay for the same work.

#### VI. PERSONAL INTEGRITY

- 1. Mental or physical abuse, corporal punishment, humiliation or threats to that effect are prohibited.
- 2. The supplier must respect the integrity of all employees when collecting personal information. Employees must have access to that information at all times.
- 3. The employee ensures that the surroundings are sufficiently safe to guarantee the personal integrity (such as lockers for personal possessions, separate restrooms and showers for men and women).

- VII. OCCUPATIONAL HEALTH AND SAFETY (ILO conventions 155 and 184; ILO recommendations 164 and 190)
- 1. The employer will provide for a safe and healthy working environment.
- 2. Under the direction of higher management, clear procedures regarding safety, health, fire safety and emergencies must be drawn up and complied with.
- 3. All employees must receive regular training in the prevention of and dealing with emergency situations.
- 4. All employees must have access to clean sanitary facilities and clean drinking water.
- 5. If the employer provides lodging for employees, this must be clean, safe and properly ventilated. Also required are clean sanitary facilities and access to clean drinking water.
- 6. The fire safety and evacuation plan of the accommodation are of the same standard as of the work environment.

### VIII. FAIR REMUNERATION FOR WORK AND OVERTIME (ILO conventions 12, 26, 101, 102 and 131)

- 1. The wage paid for regular working hours and overtime must at least be in accordance with the national statutory minimum wage, or, if this is higher, the minimum wage as laid down in the public sector agreements. The wage paid to the employee must be sufficient to cover the cost of living of the employee and the employee's family and also the social security benefits the employee is legally entitled to. The wage should reflect the expertise and level of education of the employee.
- 2. All hours of overtime must be compensated in accordance with the legal provisions to that effect. In countries where allowances for overtime are not provided for by law, the employees must receive an allowance to compensate for the overtime.
- 3. Wages must be paid on a regular basis and within the legally stipulated period and this must be agreed prior to the start of the job in question. The employee must be able to understand the contract.
- 4. Deduction of wages may not be used as a disciplinary measure against an employee and may only be applied when the legal provisions to that effect are followed.

#### IX. WORKING HOURS (ILO conventions 1 and 14)

- 1. Working hours and leave are in accordance with national legislation or the industry standard; the number of working hours may not exceed 48 hours per week (8 hours per day).
- 2. Working overtime must be on a voluntary basis and may not exceed 12 hours per week. The employer may request employees to work overtime, provided that these are hours are worked voluntarily and an agreement in this regard is concluded in advance with the employees' organisation representing a significant number of the employer's workforce.
- 3. Employees have at least one day off per week, unless national legislation provides otherwise and/or an agreement temporarily deviating from this is signed voluntarily by the employee(s).

#### X. REGULAR EMPLOYMENT

- 1. The use of temporary contracts, subcontracting agreements or other forms of contracts may not impair the labour rights of employees based on national legislation.
- 2. All employees are entitled to an employment contract drawn up in a language the employee understands.
- 3. The duration and substance of an internship must be clearly described.

#### XI. USE OF NATURAL RESOURCES AND LOCAL ENVIRONMENT

- 1. The pollution or destruction of natural resources in the local environment is prohibited.
- 2. Hazardous substances must be used, stored and disposed of in a safe manner. If necessary, prior consent will be requested for the use of the hazardous substance(s).
- 3. The rights of residents in the local environment of the company or the production site must be respected.

#### XII. ENVIRONMENT AND ANIMAL WELFARE

- 1. All participants in the chain, from production to distribution, will comply with (inter)national environmental legislation and regulations.
- 2. All national legal requirements for the removal of chemical and hazardous substances must be complied with.
- 3. The supplier will assess the impact of its work activities on the environment and set up effective policy plans and procedures for the use and the removal of chemicals, other hazardous substances, waste water and gas emissions.
- 4. The performance of tests on animals during the production process is not permitted in any way whatsoever.
- 5. For products originating from animals it applies that the animals may not be subjected to unnecessary harm. Besides this, the animals must be given sufficient amounts of drinking water, proper food and care.

#### XIII. CORRUPTION

1. The supplier will in no way whatsoever engage in any form of corruption or bribery, nor will it accept such from its trading partners.

#### XIV. MANAGEMENT SYSTEMS

- 1. The supplier develops and implements a policy regarding social responsibility (including child labour, forced labour, discrimination, abuse, bribery and corruption, disciplinary measures and complaints. All members of staff are informed about this policy and have access to it.
- 2. The board of directors of the supplier operates a management system that guarantees compliance with this Code of Conduct.

- 3. The board of directors of the supplier is responsible for proper implementation of this Code of Conduct. In order to achieve continued improvement of the Code of Conduct, the board of directors will inspect compliance with this on a regular basis.
- 4. Every concern from members of staff with regard to compliance with the supplier's own social policy and this Code of Conduct will be seriously addressed by the board of directors.

#### XV. COMPLIANCE WITH THE CODE OF CONDUCT

- 1. Hoogvliet reserves the right to visit production locations involved in manufacturing our products at all times and unannounced. Hoogvliet also reserves the right to engage independent third parties to inspect the production location as referred to.
- 2. Hoogvliet requests all suppliers and production sites to fill in our sustainability questionnaires and the suppliers information management system. Should this provide insufficient information or should the risk of non-compliance be too great, we will ask suppliers for proof from third parties.
- 3. If we establish that the supplier fails to comply with this Code of Conduct, we will terminate our business relationship, unless the supplier has displayed and maintained sufficient improvement within an agreed period of time.

#### XVI. TRANSPARENCY

1. Hoogvliet demands full transparency from its suppliers, with regard to the aspects included in this Code of Conduct, both where it concerns their own actions as well as the actions of its other suppliers.