

DÖHLER CODE OF CONDUCT FOR SUPPLIERS

Preamble

The Döhler Group (henceforth referred to as Döhler) committed itself to respect and promote principles on human rights, labour law and environmental protection and to operate in accordance with internationally recognised standards concerning these topics. In order to ensure the adherence to the principles of our own Code of Conduct we must address economic, social, environmental, ethical and human rights obligations and challenges throughout our supply chain.

Hereinafter the detailed requirements on human rights, labour law and environmental protection to be fulfilled are listed. Apart from these requirements, all business partners must operate in accordance with respective national and international law or regulations and internationally recognised standards.

This Code of Conduct is based on the core principles contained in the following:

- International Bill of Human Rights
- Fundamental International Labour Organisation (ILO) Conventions
- Ethical Trading Initiative (ETI) Base Code
- Relevant United Nations Conventions and Guidelines
- Sustainable Agriculture Initiative (SAI) Farm Sustainability Assessment (FSA)
- AIJN (European Fruit Juice Association) Code of Business Conduct 2015

1. Economic Sustainability

- 1.1. We **create, deliver and share values** with all partners across the entire food & agricultural chain from farmers to consumers in order to build up, maintain and extend the economic viability.
- 1.2. We respect and promote **Fair trading practices** at each stage of the value chain. (Ref. Sustainability Assessment of Food and Agriculture systems (SAFA); Guidelines of the Food and Agriculture Organization (FAO) of the United Nations).
- 1.3. In terms of **land management**, we assure that before purchasing land there is an informed consent of all legal and/or customary owners. Furthermore, we ensure that we don't participate in or benefit from forced relocations, and adequately compensate inhabitants in legitimate relocations.
- 1.4. We promote **access to information, knowledge and skills** for more sustainable food and agricultural systems along the entire value chain. We work on investments in developing capacities of smallholders and small and medium-sized enterprises – if applicable –, as well as more effective practices and new technologies.

2. Social Sustainability

2.1. Health and Safety

- 2.1.1. We shall provide a **safe and healthy workplace environment** and shall take effective steps to prevent potential accidents and injury to workers' health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards (Ref. International Convention and Recommendations related to occupational health and safety; ILO Encyclopaedia on Health and Safety).
- 2.1.2. We shall appoint a senior management representative to be responsible for ensuring a safe and healthy workplace environment for all personnel.
- 2.1.3. We shall provide to personnel on a regular basis, effective **health and safety instructions** including on-site instruction and, where needed, job-specific instructions. Such instructions shall be repeated for new and reassigned personnel and in cases where accidents have occurred.
- 2.1.4. We shall establish systems to detect, avoid, or respond to potential threats to the health and safety of personnel including **emergency procedures**. We shall maintain records of all accidents that occur in the workplace and in company-controlled residences and property.
- 2.1.5. We shall provide at its expense appropriate **personal protective equipment** to personnel. In the trafficking event of a work related injury, our organisation shall provide first aid and assist the worker in obtaining follow-up medical treatment.
- 2.1.6. We shall undertake to assess all the risks to **nursing and expectant mothers** arising out of their work activity and to ensure that all reasonable steps are taken to remove or reduce any risks to their health and safety.
- 2.1.7. We shall provide, for use by all personnel, access to clean toilet **facilities**, access to potable water, and, where applicable, hygienic facilities for food storage.
- 2.1.8. We shall ensure that any **dormitory facilities** provided for personnel are clean, safe, and meet the basic needs of the personnel.
- 2.1.9. All personnel shall have the right to remove themselves from imminent serious danger without seeking permission from our organisation's management.
- 2.1.10. We make sure that there is a social net and/or insurance available for employees who are injured at work.

2.2. Working Conditions and Working Hours

- 2.2.1. We shall ensure that **terms and conditions of employment** are fully understood and freely agreed. In addition personnel's wages and benefits composition are detailed clearly and regularly in writing for them for each pay period. Our organisation shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and individual agreements and that remuneration is rendered in cash / cheque / on-line transfer.
- 2.2.2. Our organisation shall not use **labour-only contracting arrangements / consecutive short-term contracts / false apprenticeship schemes** to avoid fulfilling its obligations to personnel under applicable laws pertaining to labour and social security legislation and regulations.
- 2.2.3. The **normal work week**, not including overtime, shall not exceed 48 hours.
- 2.2.4. Personnel shall be provided with **at least one non-working day following every six consecutive days of working**. Exceptions to this rule may be made only as per the national law and the freely negotiated bargaining agreement in force that allows work time averaging, including adequate rest periods.
- 2.2.5. In cases where **overtime** work is needed in order to meet short-term business demand, our organisation may require such overtime work in accordance with individual or collective bargaining agreements. Any such agreement shall comply with the requirements above and local law.
- 2.2.6. All overtime shall be reimbursed at a premium rate as defined and to the extent required by national law or bargaining agreements.

2.3. Remuneration and Disciplinary Practices

- 2.3.1. We shall respect the right of personnel to a **living wage** and ensure that wages paid for a normal work week shall always meet at least legal or industry minimum standards and shall be sufficient to meet the basic needs of personnel and to provide some discretionary income.
- 2.3.2. We shall ensure that **deductions** from wages are not made for disciplinary purposes. Any exceptions to this rule shall be strictly according to national law or freely negotiated bargaining agreement (Ref. Universal Declaration of Human Rights).
- 2.3.3. Neither we nor any entity supplying labour to us shall **withhold** any part of any personnel's salary, benefits, property, or documents in order to force such personnel to continue working for the company (Ref. Universal Declaration of Human Rights).

2.4. Freedom Of Association And Right To Collective Bargaining

- 2.4.1. All personnel of our organisation shall have **the right to form, join, and organise trade unions** of their choice or in-house worker association and to bargain collectively on their behalf with the company (Ref ILO Convention 87 and 98). We shall respect this right, and shall effectively inform personnel that they are free to join an organisation of their choosing and that their doing so will not result in any negative consequences to them, or retaliation, from our organisation. We shall not in any way interfere with the establishment, functioning, or administration of such workers' organisations or collective bargaining.
- 2.4.2. We shall ensure that representatives of workers and any personnel engaged in organising workers are not subjected to discrimination, harassment, intimidation, or retaliation for reason of their being members of a union or participating in trade union / workers' association activities, and that such representatives have access to their members in the workplace.

2.5. Discrimination

- 2.5.1. We shall not engage in or support **discrimination in hiring, remuneration, access to training, promotion, termination, or retirement** based on race, national or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, age, or any other condition that could give rise to discrimination (Ref. ILO Convention 111 and national legislation).
- 2.5.2. We shall not interfere with the exercise of personnel's rights to observe tenets or practices, or to meet needs relating to race, national or social origin, religion, disability, gender, sexual orientation, family responsibilities, union membership, political opinions, or any other condition that could give rise to discrimination.
- 2.5.3. We shall not allow any behaviour that is threatening, abusive, exploitative, or sexually coercive, including gestures, language, and physical contact, in the workplace and, where applicable, in residences and other facilities provided by the company for use by personnel.
- 2.5.4. We shall not subject personnel to pregnancy or virginity tests under any circumstances.
- 2.5.5. We shall treat all personnel with **dignity and respect**. Our organisation shall not engage in or tolerate the use of corporal punishment, mental or physical coercion, or verbal abuse of personnel. We shall not resort to any harsh or inhumane treatment of our personnel.

2.6. Child labour

- 2.6.1. We shall not engage in or support the use of **child labour** (children below 15 years of age).
- 2.6.2. We shall take care of **remediation of child workers** (if any) found to be working in our premises by providing adequate support to enable such children to attend and remain in school until no longer a child.
- 2.6.3. We may employ **young workers** (persons above 15 and below 18 years of age), but where such young workers are subject to compulsory education laws, they may work only outside of school hours and according to local law.
- 2.6.4. We shall not expose children or young workers to any situations – in or outside of the workplace – that are hazardous or unsafe to their **physical and mental health and development**.
- 2.6.5. **Exceptions** to this are permitted only in the cases of children working with their families, or at times of harvest season. However the education of a child must not be jeopardised by work. Children should receive equal pay to that of adults for equivalent work. In any case, no child shall be permitted to work at night or in hazardous conditions

2.7. Further aspects

- 2.7.1. We respect the **rights of all our stakeholders such as farmers, suppliers and workers**.
- 2.7.2. We are generally committed to **improve livelihoods**, promote and provide equal opportunities, so communities are attractive places to live, work and invest in.
- 2.7.3. We pay attention to the respect of internationally recognised **human rights**, as per the International Bill of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work of all business partners in the entire value chain.
- 2.7.4. We support suppliers, and if possible other companies in the entire value chain to evaluate their performance on social well-being in line with the SAFA guidelines.
- 2.7.5. We believe that integrity and fair dealing are essential assets of our company and this should be reflected in all activities. We will not engage in any form of **bribery or corruption** in order to secure any kind of business advantage. Each employee has a responsibility to ensure that the company will not get involved in any kind of fraudulent business practice.
- 2.7.6. We shall not engage in or support the use of **forced, compulsory labour** or others forms of labour exploitation as defined in ILO Convention 29 and 105 as well as the ETI Base Code, nor shall personnel be required to pay 'deposits' or lodge original identification papers with the company upon commencing employment.

- 2.7.7. Personnel shall have the **right to leave the workplace premises** after completing the standard workday, and be free to terminate their employment provided that they give reasonable notice to their employer.
- 2.7.8. Neither we nor any entity supplying labour to our organization shall engage in or support any forms of **modern slavery** or **trafficking in human beings** to gain any kind of commercial or non-commercial advantage.

3. Environmental Sustainability

- 3.1. We pay special attention to food safety, optimised production and minimised wastage, provide nutrition and promote health support at all stages in the value chain.
We strongly work on the **minimisation of the adverse environmental impacts of activities, products and services** through a proactive approach and responsible management of environmental aspects including, but not limited to:
- Use of scarce natural resources, energy and water
 - Emissions to air and releases to water
 - Fertilisation management
 - Noise, odour and dust emission
 - Potential and actual soil erosion and contamination
 - Handling of hazardous and non-hazardous waste
 - Biodiversity
 - Product issues (design, packaging, transport, use and recycling/disposal)
- 3.2. We support **sustainable intensification of food systems to meet global needs by managing agriculture** in several projects on the primary production level. The systems are designed to protect and enhance the environment and use natural resources efficiently and optimally.
- 3.3. We identify any **negative environmental impacts** of our activities and take steps progressively to reduce the environmental impact where possible.
- 3.4. In addition, the **continuous improvement** principle of the overall environmental performance is followed.
- 3.5. We should act environmentally conscious and have to ascertain the compliance with all legislation of those countries in which the products are produced or performance is delivered. A certification according to an approved environmental standard (e.g. ISO 14001, ISO 50001) is favourable.

4. Other Aspects

- 4.1. We shall participate in **monitoring activities**. Verification shall be carried out to ensure that provisions of this Code are met, in accordance with national legislations. In cases where they are not met, a programme of improvement shall be put in place for them to be met in future. The aim of the programme is to ensure that provisions of this Code are improved in consistence with the economic viability. The aim of verification is to improve economic, social, environmental, ethical and human rights performance in line with this Code and through appropriate corrective measures.
- 4.2. We shall identify the root cause and promptly implement corrective and preventive action to resolve any identified non-conformance to the requirements.
- 4.3. These commitments represent a **minimum standard**. Higher standards have to be met and complied with in case required by national and/or applicable supranational laws and legislation.
- 4.4. In accordance with the Code of Conduct, we adhere to all applicable **local, national, and supra-national laws and regulations**. This is the minimum acceptable standard for suppliers delivering to Döhler. In countries, or specific situations, where there is no law or regulation governing a particular activity or operation, it is guaranteed that the operations are consistent with the principles of this Code.
- 4.5. We establish **policies** for social responsibility and the protection of the environment and implement these within a management system. This approach ensures that the requirements of the Döhler Code of Conduct can be achieved. The executive board is in charge of a correct realisation and continuous improvements in these implementations. The executive board takes corrective actions, controls continuously the compliance and has the responsibility to ensure, that all employees are informed about the requirements. In addition, the executive board edits indications of employees about the non-compliances with the Code of Conduct.
- 4.6. **Suppliers** of our organisation are valued partners in the success of our business. Our relationships with suppliers are characterised by honesty and fairness, and we are committed to working with them to achieve responsible business practices in line with the standards in this Code.
- 4.7. Döhler reserves the right to **examine the compliance of the supplier with the Code**. In case of findings in actions or circumstances, which do not comply with the Code, we preserve the right to request for remedial actions. Furthermore, Döhler reserves the right to resign contracts with those suppliers, who do not comply with the standards of the Code.