



Froneri Supplier Code

1. Purpose, Scope and Application

The Froneri Supplier Code (the “Code”) defines the non-negotiable minimum standards that Froneri International Limited, and its affiliates (“Froneri”) require of suppliers when they are conducting business with Froneri. The Code applies to any third party providing goods or services to Froneri (“Supplier”). **Suppliers are deemed to have accepted this Code when they enter into an agreement with Froneri incorporating this Code, or when they accept a Froneri Purchase Order.**

The standards of the Code are in addition to, and not instead of, provisions of any agreement or contract between a Supplier and Froneri. To the extent of any ambiguity or conflict between this Code and the terms of our contract with a Supplier, the provision requiring the highest standard of behaviour shall apply.

The Supplier agrees to inform all of its employees, subcontractors, agents and upstream suppliers of the content of the Code and ensure that they also comply with it. Froneri and its representatives will be entitled to carry out audits with or without notice at the premises of any Supplier or its subcontractors at any time to verify compliance with the Code.

2. Compliance

Froneri expects the Supplier to comply with all applicable laws, regulations and international and industry standards and best practices. This includes, without limitation, Froneri’s standards on Human Rights (including proper employment practices); health and safety, anti-bribery and corruption, sanctions, money laundering, data protection, information security, modern slavery, environmental sustainability and responsible sourcing. Froneri supports, and expects suppliers to align with, applicable international standards and recommendations on good business practices, such as the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the Core Conventions of the International Labour Organisation (ILO) and the 10 Principles of the United Nations Global Compact.

Froneri reserves the right to verify the Supplier’s compliance with the Code through internal or external assessment mechanisms and require implementation of improvements to achieve Froneri’s audit requirements.

Non-compliance with this Code will be considered to be a material breach the Supplier’s contract with Froneri and may result in termination of the Supplier’s relationship with Froneri and the matter being reported to the appropriate authorities.

3. Human Rights and Employment Standards

Any supplier working with Froneri must be a member of SEDEX, unless otherwise approved by Froneri. Froneri fully supports the United Nations Framework and Guiding Principles on Business and Human Rights and expects the Supplier to respect all human rights, including labour rights, throughout its business activities, including;

Freedom of association and collective bargaining

The Supplier should grant its employees the right to Freedom of Association and Collective Bargaining in accordance with all applicable laws and regulations and respect the formation of trade unions by employees.

Forced labour

Under no circumstances should the Supplier use, or in any other way benefit, from forced labour in line with ILO Convention No. 29 on Forced Labour and ILO Convention No. 105 on Abolition of Forced Labour. Forced labour refers to any form of indentured servitude such as the use of physical punishment, confinement, threats of violence as a method of discipline or control such as retaining employees’ identification, passports, work permits or deposits as a condition of employment.

Employment practices

The Supplier shall only employ workers who are legally authorised to work in their facilities. The Supplier is responsible for validating employees' eligibility to work through appropriate documentation. All work shall be voluntary, and workers shall be free to leave work or terminate their employment upon reasonable notice. To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment. In the case of employment through third party labour agencies, the Supplier shall comply with Convention No. 181 of the International Labour Organization on Private Employment Agencies.

Minimum age for employment

The use of child labour by the Supplier is strictly prohibited, in line with ILO Convention 138 on the Minimum Age, and Convention 182 on the Elimination of the Worst Forms of Child Labour. The ILO Convention 138 on the Minimum Age indicates that no child aged 15 years or under is allowed to work, subject to exceptions allowed by the ILO or national law.

If the Supplier employs young workers within the exceptions permitted by the ILO or national law, it must demonstrate that the employment of young people does not expose them to undue physical risks that can harm physical, mental, or emotional development and that those individuals will not be prevented or limited in accessing an education as a result of their employment.

Fair and equal treatment

The Supplier must operate with dignity, respect, and integrity in regards the treatment of its employees. In particular:

- The Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, colour, religion, gender, age, physical ability, national origin, sexual orientation, political affiliation, union membership, medical tests, or marital status, in line with ILO Convention No. 111 on Discrimination.
- Any form of psychological, physical, sexual, or verbal abuse, intimidation, threat, or harassment must not be tolerated.
- The Supplier shall respect the privacy rights of its employees whenever it gathers private information or implements employee-monitoring practices.
- When the Supplier retains direct or contracted workers to provide security to safeguard its personnel and property, the Supplier will make sure that security personnel apply the same standards on fair and equal treatment.

Working time and rest days

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including for breaks, rest periods, holidays, and maternity, paternity and other parental leave periods.

Wages and benefits

The Supplier's employees must be provided with wages, overtime hours and benefits that, at a minimum, comply with national laws, as well as binding collective agreements.

Grievance mechanisms

The Supplier shall have systems in place enabling anonymous grievances, reporting and management. A designated officer shall continuously monitor the grievance mechanism, keep records on the issues raised and take appropriate actions in a confidential manner.



Modern slavery

Froneri has a zero-tolerance approach to slavery and human trafficking in its supply chains. The Supplier must ensure that there is no modern slavery within its business or supply chain and must comply with the following key principles:

- Child labour must not be used and Suppliers must not benefit from child labour.
- Any form of forced or compulsory labour must not be used and Suppliers must not benefit from forced or compulsory labour. Workers must be free to leave employment or work after reasonable notice.
- All forms of debt bondage are prohibited. Workers should not be subject to contracts that tie them into repaying a loan, accommodation, or some other costs that they have little opportunity to repay.
- Compensation and benefits must comply with fundamental principles relating to minimum wages, overtime hours and legally mandated benefits.
- The Supplier must not take passports from its workers or engage in any other freedom restricting practices.
- Workers should have safe and healthy working conditions that meet or exceed applicable standards for occupational safety and health (further requirements are set out below).

4. Safety and Health

Froneri expects the Supplier's operating and management systems and their employees to take all necessary steps to prevent work-related injuries and illnesses, including the following:

Workplace environment

The Supplier shall provide its employees with a safe and healthy working environment. As a minimum, potable drinking water, adequate lighting, temperature, ventilation, sanitation, and personal protective equipment; in addition, facilities must be constructed and maintained all in accordance with the standards set by the applicable national laws and regulations.

Emergency preparedness

The Supplier shall be prepared for emergency situations such as worker notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment and adequate exit facilities. All preparations and associated policies must be in line with world and or national standards.

Product quality and safety

All products and services delivered by the Supplier must comply with quality and specifications as defined by Froneri.

5. Environmental Sustainability

The Supplier will ensure that its business is conducted in a way that embraces sustainability and reduces their environmental impact. The Supplier will comply with all applicable legal environmental requirements, demonstrate continual improvement of its environmental performance and source responsibly with the aim of protecting and preserving the environment.

Environmental permits and reporting

The Supplier shall make sure that it obtains, keeps current, and follows the reporting guidelines of all the required environmental permits and registrations to be at any time legally compliant with world and national trading standards. The Supplier shall maintain transparent and up to date books and records to demonstrate compliance with applicable materials, services, governmental and industry regulations.



Hazardous materials and product safety

The Supplier shall identify hazardous materials, chemicals, and substances. The Supplier shall ensure their safe handling, movement, storage, recycling, reuse, and disposal. All the applicable laws and regulations related to hazardous materials, chemicals and substances must be followed. The Supplier shall comply with material restrictions and product safety requirements set by applicable laws and regulations. Suppliers shall ensure that key employees are aware of and trained in product safety practices.

Environmental management system

The Supplier shall document and implement a relevant environmental management system (based on international standards such as ISO14001:2015), designed to identify, control, and mitigate significant environmental impacts.

Resource consumption, pollution prevention and waste minimisation

The Supplier shall optimise its consumption of natural resources, including energy and water. The Supplier shall implement and demonstrate sound measures to prevent pollution and minimise generation of solid waste, wastewater, and air emissions. Prior to discharge or disposal, the Supplier shall characterise and treat wastewater and solid waste appropriately and according to applicable laws and regulations.

Plastic Packaging

Froneri requires the Supplier to demonstrate leadership in decreasing the use of plastics and increasing the recyclability of packaging material supplied.

Origin

The Supplier must be able to disclose all the potential sources of primary origins (country of origin) associated with deliveries made promptly upon request. Froneri reserves the right to ask the Supplier to create, at a point of time, full supply chain mapping back to origin to facilitate assessment of upstream supply chain compliance.

6. Business Integrity & Compliance with Laws

Conflict of interest

The Supplier shall remain vigilant in monitoring and reporting to Froneri any situation that may appear as a conflict of interest, and disclose to Froneri if any Froneri employee or professional under contract with Froneri may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.

Anti-bribery, corruption

Froneri is committed to running its business free from bribery and unlawful, unethical, or fraudulent activity. The Supplier must take reasonable measures to prevent bribery throughout its supply chain and must have its own policy in place to ensure its compliance with this Code, and all applicable UK and international laws (including the UK Bribery Act 2010).

Tax evasion

The Supplier will comply with all applicable laws relating to taxation, including the Criminal Finances Act 2017 of the UK and will immediately notify Froneri if it becomes aware of any non-compliance relating to the services it provides to Froneri. The Supplier will provide Froneri with all reasonable assistance in carrying out any activity requested by any government agency or regulator, in any jurisdiction, in connection with proper taxation practices.

Fraud

Any act or intended act of fraud (including theft, misuse of business property, forging invoices or other documentation etc.) is equally incompatible with Froneri's values and culture and will not be tolerated. The Supplier shall not in any circumstances engage in any fraudulent behaviour.



Fair competition

Froneri is committed to free and open competition and to competing honestly while ensuring compliance with all relevant competition laws wherever it operates. The Supplier shall comply with applicable competition laws and must maintain robust and fair competition practices and provide suitable training to its workforce to ensure that they act in accordance with applicable competition laws at all times.

Export control and trade restrictions

The Supplier must comply with all applicable ethical trade laws and regulations (including sanctions and export controls). In particular, the Supplier shall not (without the prior written authorisation of Froneri), supply Froneri with any goods or services originating from a Sanctioned Territory or Sanctioned Person. Nor will the Supplier transfer, sell, supply, or make available any Froneri products either directly or indirectly, to any Sanctioned Territory or Sanctioned Person.

For the purpose of this Code, a “Sanctioned Territory” means any territory and a “Sanctioned Person” means any individual or organisation, which is the subject of sanctions or restrictions under UK, EU or US sanctions laws or local laws applicable in individual territories (each as updated from time to time). Sanctioned Territories include, without limitation, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Russia, Sudan, Syria, South Sudan, Ukraine (Crimea, Donetsk, Luhansk and Sevastopol), Zimbabwe and Venezuela.

Money laundering / financing of criminal activity

The Supplier shall comply with applicable anti-money laundering and anti-terrorism laws. The Supplier will take steps to prevent inadvertent use of business resources for these purposes and shall monitor any unusual or suspicious activities or transactions. These may include attempted payments in cash or from unusual financing sources or attempts to evade recordkeeping or reporting requirements.

Confidentiality and intellectual property

Froneri treats its confidential information and intellectual property as valuable business assets. The Supplier shall respect the confidential information and intellectual property of Froneri and of other third parties that Froneri works with. The Supplier shall take all steps required to protect Froneri confidential information, and only use such confidential information as directed or permitted by Froneri, and not disclose any Froneri confidential information to any third party without Froneri’s prior written consent.

The Supplier shall only use Froneri intellectual property (such as trade secrets, copyrights, patents, and trademarks) as permitted under the terms of its contract with Froneri and will take actions to avoid infringing the intellectual property rights of Froneri or any other third parties.

If the Supplier becomes aware of any misuse of Froneri confidential information or intellectual property rights by a third party, it shall take all steps necessary to notify Froneri immediately.

Data Privacy and Information Security

The Supplier must comply with all applicable data protection laws and ensure that security measures are in place to respect the data privacy of Froneri customers, suppliers, and employees. If either Froneri or the Supplier processes personal data on behalf of the other party, if requested by Froneri, the Supplier will enter into data protection agreement with Froneri to regulate such processing.

For the purposes of managing the Supplier’s contract with Froneri, Froneri may collect, store, and use personal data related to the Supplier’s representatives (e.g. name, email address, telephone number). The Supplier shall be responsible for informing its own representatives or employees of the processing of their personal data meeting its own legal obligations under data protection laws.



The Supplier shall maintain a comprehensive information security programme aligned with best industry standards (and a copy will be made available to Froneri on request). The Supplier will maintain measures and procedures that continually ensure the security, integrity and confidentiality of Froneri's information. Any actual or suspected breach of security affecting Froneri information shall be notified to Froneri by the Supplier immediately.

7. Whistleblowing

Suppliers and their personnel may report suspected breaches of this Code by contacting Froneri's anonymous whistleblowing line: **00 800 72332255**.