



SUPPLIER'S CODE OF CONDUCT

OF

DÜMMEN ORANGE

1. INTRODUCTION

At Dümmen Orange, we recognize that our activities have an impact on the environment and people locally and globally. Therefore, Dümmen Orange takes responsibility for creating a safe, healthy and productive work environment for all its employees and is committed to making a positive contribution to society and the environment by developing and implementing responsible business practices. Accordingly, we require our suppliers (the “**Suppliers**”) to meet our expectations for environmental, working conditions and social activities as set forth in the Supplier’s Code of Conduct (the “**Code**”). The Suppliers’ Code of Conduct is based on international norms of behavior such as the Universal Declaration of Human Rights, ISO 26000 and the Sustainable Development Goals.

2. LEGAL COMPLIANCE

Compliance with all applicable laws and regulations is the foundation of a sustainable business. At a minimum, the Suppliers must maintain full compliance with all laws and regulations applicable to the operation of their business and their relationship with Dümmen Orange, including treaties and international standards such as the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, local and international (EU) competition laws and United Nation’s Compact’s Ten Principles.

3. ANTI-BRIBERY AND ANTI-CORRUPTION

Doing business with integrity, honesty and equality means to avoid bribery and corruption in any form. The Supplier shall not, directly or through others, offer, promise, give or accept any form of payment or incentive to gain an improper business advantage. The Suppliers must not engage in fraud, bribery, money laundering, embezzlement, extortion or any form of corruption. The Suppliers shall comply with the Anti-Bribery and Anti-Corruption Policy of Dümmen Orange.

for you



4. BUSINESS GIFTS

Employees of Dümmen Orange are prohibited from accepting anything more than modest gifts, meals and entertainment from the Suppliers. Ordinary business meals and small tokens of appreciation are generally fine, but the Suppliers should avoid offering Dümmen Orange employees travel, expensive gifts. Cash or cash equivalents like gift cards, gift certificates and stocks are never allowed. In general, Supplier must ensure that any gifts or meals provided by Supplier to an employee from Dümmen Orange are reasonable and appropriate in value and are provided only in the course of Supplier's business with Dümmen Orange

Supplier will disclose to Dümmen Orange any situation that may appear to be a conflict of interest, and disclose to Dümmen Orange if a Dümmen Orange employee or a family member of the employee may have an interest of any kind in Supplier's business or any kind of economic ties with Supplier.

5. FAIR COMPETITION

Supplier does not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of fair competition laws or antitrust laws that govern the jurisdictions in which it conducts business

6. CONFIDENTIALITY

Transparency is essential to our business philosophy, as is earning and keeping the confidence of colleagues, customers and business partners. Therefore, we shall, and we require our Suppliers to, secure private and confidential information (including Dümmen Orange's intellectual property rights), use it only as instructed and safeguard it from unapproved or unintended disclosure. This obligation shall continue after our business relationship ends.

7. WORKING CONDITIONS

At Dümmen Orange, we take working conditions of employees very serious. Safe and adequate working conditions shall have to be provided by the Suppliers to their employees.

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Child labour

Supplier does not employ individuals below the age of 16, except if allowed by local law and such exception is consistent with ILO Minimum Age Convention No. 138. Supplier maintains documentation of each individual's date of birth or has legitimate means of confirming each individual's age.

Wages

Employees of the Suppliers shall at least earn the national or industry minimum wage or wage stipulated by local Collective Bargaining Agreement. All employees shall receive equal pay for equal work. Salary shall be paid in full, in cash or via bank transfer, on at least a monthly basis. Supplier provides each employee with an itemized wage statement upon wage payment. The statement includes, at a minimum, amount of pay, pay period, rate of pay, regular and overtime hours worked, deductions and benefits, if applicable. Monthly salary slips containing essential information shall be provided to the employees.

Working hours and work breaks

Suppliers must provide workers with at least 24 consecutive hours of rest during every 7 day period. If exception is made to this obligation, it must be in compliance with applicable laws and only for exceptional circumstances, such as work that is continuous in nature or in the event of accident or emergency.

Supplier does not require a work week over 60 hours, including overtime, unless operational circumstances require a temporary increase in working hours and such increase complies with applicable laws. Supplier consults with employees about the temporary increase in working hours and provides compensatory time off for these additional hours or overtime compensation at a premium rate.

Forced labour

The Suppliers shall not allow forced, bonded and/or involuntary labour:

- Employees shall not have to leave their original identification papers at the office of the employer;
- Employees are allowed to resign.

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Freedom of association and collective bargaining

Employees of the Suppliers shall have the right to freedom of association and collective bargaining, where allowed by applicable law. Internal and/or external representatives have the right to join negotiations to represent the employees and bargain on behalf of them, where allowed by applicable law.

No harassment

The Suppliers must treat all employees, including women, with respect and dignity. The Suppliers must ensure a work environment free from bullying, intimidation, corporal punishment or harassment in any form, including physical, psychological, sexual or verbal.

No discrimination

The Suppliers must make employment decisions including hiring, payment, benefits, advancement, termination and retirement based on ability, qualifications and achievements and not on any personal characteristics. The Suppliers must demonstrate that women and men with similar ability, qualifications and achievements are afforded similar work opportunities, wages, benefits, contract terms and facilities.

8. HEALTH AND SAFETY

The Suppliers shall ensure the health and safety of employees at all times. The work environment shall adhere at least to the following:

- Supplier or third party agency that provides worker dormitories shall provide workers with adequate lighting, temperature, ventilation, toilet facilities, shower or bathing facilities and access to clean drinking water. Dormitories shall be clean and safe and provide emergency exits, reasonable personal space, and reasonable entry and exit privileges
- hazards and risks are to be identified, minimized and prevented as much as possible;
- an emergency plan shall be implemented;
- sufficient and clean toilets and bathrooms shall be available;
- there are sufficient and clean break areas;
- all employees shall be trained on health and safety topics;
- all machinery shall be safe to use and employees handling machinery shall be trained; establish and maintain appropriate first aid equipment at the facility and make it available



to workers at all times. The location of the equipment shall be prominently marked and communicated to workers;

- safety instructions, re-entry intervals and hygiene recommendations shall be displayed visibly;
- a health and safety risk assessment shall be developed and performed annually;
- sickness, accidents and absence from work due to sickness shall be documented;
- employees shall be compensated in the event of work-related invalidity or injury.

9. HUMAN RIGHTS

Dümmen Orange honors and upholds the United Nations' Universal Declaration of Human Rights, respecting that all people, regardless of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status, are entitled to the same, inalienable rights as equal members of our human family. We expect the same from our Suppliers.

10. ENVIRONMENTAL PROTECTION

The activities of every business have an impact on the environment. Dümmen Orange expects from its Suppliers to comply with all applicable environmental laws, regulations and operating permits and it continuously strives to improve environmental performance

The Suppliers shall minimize and monitor its impact on the environment where possible through, among others, a reduction in greenhouse gas emissions, energy efficiency initiatives, reduction and recycling of natural resources, including water and paper / packaging materials

11. TRANSPARENCY

Dümmen Orange expects a high level of transparency in its business relations with its Suppliers.

Record keeping

The Suppliers must maintain all financial books, records and accounts in accordance with applicable laws, regulations and generally accepted accounting principles.

Compliance verification

We expect our Suppliers to review their *for you* operations and the operations of their supply chain that



provides goods and services to Dümmen Orange and verify complies with this Code. The Suppliers will cooperate with, and allow, Dümmen Orange or our authorized third party to conduct audits (including social accountability audits) to verify compliance.

Training

Management and other employees shall be trained and informed about ethical business behaviour and international norms and standards of behaviour, such as the United Nations Declaration of Human Rights and ISO 26000.

12. BREACH

If you know of an actual incident or breach of this Code or any attempt to bribe or otherwise engage in corruption, please report immediately in accordance with the Dümmen Orange Whistleblowing Policy, by sending an email to: ConfidentialAdviser@DummenOrange.com

for you



DÜMMEN
ORANGE.

January 2018

for you

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Statement of Compliance

The undersigned acknowledges their understanding of, and their compliance with, all applicable laws and the above Dümmen Orange Supplier Code of Conduct (Code). Suppliers are expected to take necessary corrective actions to promptly remediate any noncompliance. Dümmen Orange reserves the right to terminate its business relationship with any Supplier who is unwilling to comply with this Code.

----- (name of company), a company
legally constituted in (name of country) -----, with registration / license number
, ----- hereby declares that it:

- (a) understands and accepts the content of the Code, included with this Statement of Responsibility;
- (b) will share, with Dümmen Orange and its own network of suppliers, those efforts, difficulties and achievements in implementing this Code;

----- (day of week), ----- (date), ----- (year).

Name of signatory:
Position:

for you