



Code of Conduct

for Business Partners of Schne-frost and Snackmaster

1. General provisions

This Code of Conduct applies to all contracts and business relationships in the context of the procurement of goods and the use of services with Schne-frost Produktion GmbH & Co. KG, Schne-frost Ernst Schnetkamp GmbH Co. KG or Snackmaster Produktion GmbH & Co. KG (hereinafter jointly referred to as **"Schne-frost and Snackmaster"**) as the customer. In addition, this Code of Conduct applies to all current and future affiliated companies of Schne-frost and Snackmaster. In particular, it covers the distribution of the brands Schne-frost, Avita, Schwarmstedter, Südoldenburger Kartoffelhaus and Snackmaster.

This Code of Conduct defines what Schne-frost and Snackmaster require of their suppliers and service providers (hereinafter referred to as **"Business Partners"**) with regard to their responsibility to people and the environment. The Business Partner shall make reasonable efforts to implement and monitor the requirements defined in this Code of Conduct.

2. Conduct obligations

2.1 Schne-frost and Snackmaster act in accordance with international guidelines, principles and laws, which shall also be observed by the Business Partner, including but not limited to:

- United Nations Guiding Principles on Business and Human Rights
- International Labour Organization (ILO) core labour standards
- OECD Guidelines for Multinational Enterprises

Schne-frost and Snackmaster require that their Business Partners recognise the following guidelines, comply with them in their own area of business and address them appropriately with their own business partners within their own supply chain, i.e. in detail:

- **Compliance with standards**

- To comply with national, European Union and other relevant laws and regulations applicable in their countries of operation;
- to actively and effectively counteract, in particular, all forms of bribery and corruption, e.g. in accordance with the ICC Code of Conduct for Combating Corruption in Business Transactions or the Business Principles for Combating Corruption published by Transparency International;
- to comply, in particular, with applicable environmental legislation; and
- to comply, in particular, with the European Regulation on the making available of certain commodities and products associated with deforestation and forest degradation (Regulation (EU) 2023/1115), where the products supplied are subject to it.

- **Respect for the fundamental rights of employees**

- To maintain equal opportunities for their staff regardless of colour, national or ethnic origin, social origin, health status, disability, sexual orientation and political or religious convictions, as well as gender or age, unless justified by the requirements of their employment;
- to respect the personal dignity, privacy and rights of the individual;
- not to engage or force anyone to work against their will;
- not to tolerate any unacceptable treatment of workers, such as physical punishment, sexual and personal harassment and discrimination;
- to ensure adequate remuneration, pay the same wage for the same work and guarantee the minimum wage laid down by national law;
- to comply with the maximum working time applicable in the country in question or, in the absence of such a provision, with an average working time not exceeding 60 hours per week;
- to respect the freedom of association and the right to collective bargaining of employees, and neither to favour nor discriminate against members of workers' organisations or trade unions;
- to comply with the prohibition of the appointment or use of private or public security forces which may cause harm to life or limb due to lack of training or control.

- **Prohibition of child labour**

- To recognise and respect the rights of children;
- to comply with International Labour Organisation (ILO) Conventions 138 and 182 on the prohibition of child labour;

- **Employee safety**

- To provide occupational safety and health protection according to the provisions applicable at the place of employment and protection against occupational health hazards;
- to ensure the best possible prevention of the risks of accidents;
- to train staff in occupational safety and, in particular, the handling of hazardous substances.

- **Environmental protection**

- To respect environmental protection within applicable legal standards;
- to comply with the ban on the destruction of natural resources through environmental pollution;
- to comply with prohibitions on the import or export of hazardous waste as defined in the Basel Convention, the production, use and/or disposal of mercury as defined in the Minamata Convention, and the production and/or use of substances within the scope of the Stockholm Convention (Persistent Organic Pollutants; POPs) and the environmentally unsound management of POP waste.

2.2 These socio-ecological and ethical requirements are hereinafter referred to as "Conduct Obligations". They must also be observed if the Business Partner is not directly within the scope of the relevant laws, in particular the Supply Chain Due Diligence Act. The Business Partner acknowledges that compliance with the Conduct Obligations is essential for any collaboration with Schne-frost and Snackmaster.

2.3 Schne-frost and Snackmaster reserve the right to amend the aforementioned Conduct Obligations in consultation with the Business Partner where this is necessary due to a new risk assessment.



3. Environmental responsibility

- 3.1 We appreciate our Business Partners' being actively committed to reducing negative environmental impacts and to the responsible use of natural resources. In line with our environmental responsibility, we encourage our Business Partners to prevent and/or continuously reduce, to an appropriate extent and within reasonable limits, any negative environmental impacts from resource and energy consumption, greenhouse gas emissions and air pollutants, water consumption, land and water pollution, and waste, and to promote a circular economy.
- 3.2 Business Partners should strive to actively reduce water consumption and counteract the negative impact of their own activities on water scarcity. For Business Partners in areas with water scarcity, we appreciate their sourcing water-intensive raw materials responsibly and in an appropriate manner, where possible.
- 3.3 We also encourage our Business Partners to take measures to actively reduce and counteract negative impacts of their activities on biodiversity, such as deforestation or inefficient land use, where possible.

4. Transfer of Conduct Obligations along the supply chain

The Business Partner undertakes to pass on the risks, expectations and Conduct Obligations with regard to human rights, environmental and ethical concerns as identified and communicated to it by Schne-frost and Snackmaster to its sub-suppliers and subcontractors ("**Upstream Suppliers**") in the supply chain within the limits of what is reasonable, and to require their compliance with the aforementioned Conduct Obligations. Alternatively, the Business Partner may require its Upstream Suppliers to comply with its own code of conduct (or similar arrangements) if and to the extent this offers no less than the same level of protection as the arrangements made with Schne-frost and Snackmaster.

If the supplier encounters obstacles in passing on the Conduct Obligations, it should enter into an open consultation with Schne-frost and Snackmaster in order to jointly evaluate the specific risk situation in the best possible way.

5. Obligations to inform

- 5.1 The Business Partner is required to inform Schne-frost and Snackmaster once a year or as warranted, upon reasonable request, in an appropriate manner, about the infringements identified in the course of the risk analysis carried out by Schne-frost and Snackmaster. Upon reasonable request by Schne-frost and Snackmaster, the Business Partner must also inform them of the implementation of the Conduct Obligations and about the risks identified by Schne-frost and Snackmaster in its supply chain that are relevant to the contractual relationship. In any case, the Business Partner is obliged to inform Schne-frost and Snackmaster without undue delay if a material violation of a protected legal position or of one of the aforementioned human rights and environmental Conduct Obligations has occurred or is imminent in its own business or, to its knowledge, that of an Upstream Supplier.



- 5.2 The Business Partner shall provide Schne-frost and Snackmaster with such documents and information as required by Schne-frost and Snackmaster for complying with their own regulatory obligations. In the event of an official request for documents, Schne-frost and Snackmaster shall give the Business Partner a reasonable opportunity to protect its business and trade secrets vis-à-vis the public authority making that request.

6. Prevention and control measures

- 6.1 Within the contractual relationship, Schne-frost and Snackmaster may require the Business Partner to provide evidence of the delivery of human rights or environmental training courses to and participation therein by those employees responsible for minimising or exposed to the relevant risks, or to ensure that the Business Partner's relevant employees participate in any relevant training courses offered by Schne-frost and Snackmaster.
- 6.2 Within the contractual relationship, in order to verify compliance with the Conduct Obligations, Schne-frost and Snackmaster shall be entitled, as warranted, to carry out audits of the Business Partner in consultation with the Business Partner and to a reasonable extent and, only in case of imminent risk, without prior notice, or to have them carried out by third parties bound to secrecy. In particular, the Business Partner shall be obliged to grant Schne-frost and Snackmaster or the third party commissioned by them access to its business premises and production facilities during normal business hours and to all necessary documentation and information, to the extent that this is legally permissible. Due account shall be taken of the need to protect the Business Partner's business and trade secrets. Data protection and other legal provisions must be respected. Upon request and within the limits of what is reasonable, the Business Partner shall endeavour to have its Upstream Suppliers engaged for service provision likewise grant appropriate audit rights to Schne-frost and Snackmaster.

7. Remedial measures

- 7.1 In the event of violations or of human rights-related, environmental or ethical risks, Schne-frost and Snackmaster are committed to a consensual and phased approach. Sanctioning the Business Partner for breach of Conduct Obligations is not an end in itself and should not be used as a means of enforcing purely commercial interests. Collaborative remedies, in particular the joint preparation and implementation of a remedial plan, shall normally take precedence over the suspension or termination of the contractual relationship.
- 7.2 In the event of breaches of the Conduct Obligations and/or of human rights-related, environmental and ethical risks reported by the Business Partner or identified by Schne-frost and Snackmaster in the Business Partner's own business or that of its Upstream Suppliers, the Business Partner shall support Schne-frost and Snackmaster in the best possible and reasonable manner, within the contractual relationship, in ending, preventing and minimising human rights-related and environmental risks and violations, in particular in implementing necessary prevention and remedial measures.



7.3 If the Business Partner culpably fails to support Schne-frost and Snackmaster within a reasonable time even after a warning, and if other measures (such as the imposition of additional requirements or an increase in the frequency of audits) do not result in remediation, Schne-frost and Snackmaster shall be entitled, as a last resort, to the extraordinary termination for cause and without notice of the contracts with the Business Partner. No prior warning shall be required in case of serious or repeated infringements. In addition, Schne-frost and Snackmaster shall always be entitled to termination with notice within the respective contractual relationship.

Date:	Click or tap here to enter text.
Signature; company stamp:	Click or tap here to enter text.
Name	Click or tap here to enter text.
Position in the company	Click or tap here to enter text.

By signing, we accept the above Code of Conduct.