BRESC B.V.



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General Purchase Vendor Document (GPVD): The Vendor Form Terms and Conditions of Purchase Supply and Delivery Specifications Bresc B.V. (member of Hügli-Bell Food Group)

General:

Bresc B.V. is a member of Hügli and part of Bell Food Group. <u>https://www.bellfoodgroup.com/en/bell-food-group/the-bell-food-group-at-a-glance/</u> <u>https://www.bellfoodgroup.com/en/suppliers/</u>

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Vendor Form is additional, partly informative and/or supportive.

The document Bresc Vendor Form Terms and Conditions of Purchase will remain valid for all purchases made by Bresc B.V. unless amended versions are provided.

This document outlines the general requirements for compliance, purchase, delivery, quality, packaging and labelling. Bresc and the supplier must ensure that all consignments meet the mutually agreed requirements stipulated.

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1: Bell Food Group Code of Conduct

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and/or supportive.

The Bell Food Group Code of Conduct provides an overview of corporate guiding principles. It communicates the rules we want our employees and partners to observe in their interactions with one another and with all our external partners. It defines the boundaries that must be respected, and outlines how we intend to deal with transgressions. The Bell Food Group as a whole, including all companies in Switzerland and abroad (Bresc), are bound by our Code of Conduct.

See enclosure for summary of the Code of Conduct: 8.3.1

2. Bell Food Group Supplier Code

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and/or supportive.

Production for and deliveries to Bresc according to the Bell Food Supplier Code.

Supplier should always check and download latest version Bell Food Supplier Code.

Latest version download:

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and/or supportive.

The Supplier Code is compulsory for all suppliers (and including their upstream suppliers and trade activities and trade suppliers) of the Bell Food Group. All suppliers and their upstream suppliers have to implement the Bell Food Supplier Code and expectations, so that the values become the basic blueprint for the business relationship.

Suppliers and their subcontractors to Bresc Bell Food shall comply with laws and regulations in the country of their operation. The supplier accepts the need to adhere to the principles set out in this Code in order to actively support the values and objectives contained herein. Where the requirements of national legislation deviate from the principles formulated in this Supplier Code, the stricter requirements must be observed. Suppliers have to inform their upstream suppliers and sub-contractors about the requirements of this Code and ensure adherence with the Code at all locations where raw materials end products are produced or services provided for the Bell Food Group.

This Supplier Code sets out the values and objectives of the Bell Food Group relating to quality, business, ethics, humans, animals and the environment, and describes the minimum standards with regard to human rights, sustainability and entrepreneurship that we expect our suppliers and their direct and indirect upstream suppliers to meet. The Bell Food Group encourages suppliers to make an effort that goes beyond these minimum criteria. These expectations are based on international standards such as the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises and the Declaration on Fundamental Principles and Rights at Work (ILO)

- 2A: Employment and Human Right conditions of the supplier code
- 2B: Health and Safety conditions of the supplier code
- 2C: Environmental conditions of the supplier code
- 2D: Governance & Business ethics conditions of the supplier code / Anti-Trust
- 2E: Supply chains supplier code
- 2F: Compliance with the supplier code
- 2G: Violations of the supplier code

Supplier should always check and download latest version Bell Food Supplier Code of Conduct. Latest version download: <u>https://www.bellfoodgroup.com/en/downloads/</u> Supplier should always check and download latest version Bell Food Declaration Human Rights. Latest version download: <u>https://www.bellfoodgroup.com/en/downloads/</u> See enclosure for summary of the Supplier Code: 8.3.2



3. Business Continuity

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and/or supportive.

A business continuity plan (BCP) and business continuity management system should be in place to help the supplier and its organization to maintain or quickly resume business functions in the face of disruption, whether that disruption is caused by a natural disaster, civic unrest, cyberattack, or any other threat to business operations. The business continuity plan states the essential functions of the business, identifies which systems and processes must be sustained, and details how to maintain them.

- Ensure safety
- Identify risks
- Emergency and response
- Implement recovery strategy
- Operational recovery plan
- Test and improve

4. Bell Food Group Purchase & Business Conditions:

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and/or supportive.

All purchase contracts and purchase orders act as a binding contract. Purchase contracts and purchase orders PO according to the Bresc/Hügli/Bell Food Group general purchase conditions. The general purchasing conditions ("GPC") become a subordinate part of every contract (also in the form of a purchase order and order confirmation) between the seller designated in the order confirmation or the contract ("Seller") and the company named in the order confirmation or the contract as the buyer on the part of Bell Food Group ("Buyer"), even if the buyer does not expressly refer to these GPC in the context of its purchase order. Purchase contract and purchase order PO according to Bresc specification and/or sample approval unless otherwise agreed by both parties. Bresc will issue a purchase order which must be counter signed and returned to our offices to validate all conditions. Derogation is allowed only by express written Bresc agreement. Even then, the general purchase conditions will apply for all the remaining items. Legal compliance with all applicable national laws and regulations, industry minimum standards, ILO and UN conventions and any other relevant statutory requirements whichever requirements are more stringent. Supplier should always check and download latest version Bell Food Purchase Conditions.

Latest version download: <u>https://www.bellfoodgroup.com/en/downloads/</u> Download:

https://www.bellfoodgroup.com/en/downloads/ https://www.bellfoodgroup.com/en/suppliers/

4A. Price & Payment

Prices are fixed in accordance with the supplier's price lists, purchase contracts and or contract price agreements in effect on the date of the order from the buyer. Prices agreed are based on the market conditions at the time the supplier accepts the buyer's order. The Buyer shall pay all invoices in accordance with the agreed payment conditions (as agreed).

4B. Warranties

The supplier warrants to the buyer that, at the time of production until the 'BBE' date shown, provided that they are stored in appropriate conditions, the composition of the products it delivers was as shown on the packaging or, as the case may be, the specifications agreed in the purchase agreement.

The supplier warrants to the buyer that any services agreed under a purchase agreement shall be provided with reasonable care and skills.



4C. Force Majeure

The buyer shall not be liable for any default or delay in the performance of its obligations under the purchase agreement to the extent such performance is prevented, hindered or delayed as a consequence of any force majeure; where 'force majeure' means a fact or circumstance beyond the buyer's and supplier's direct control, including (without limitation) any flood, fire, explosion, lightning, terrorism, etc.

In the event that a force majeure continues for a period of more than four consecutive weeks, the buyer may terminate the purchase agreement by providing written notice to the supplier, such notice to take effect immediately on receipt.

4D. Statutory requirements

The supplier shall ensure that delivered products comply with the requirements or standards set by the laws and regulations of the country to which they are exported.

4E. Final Provisions

The English language version of the Bell Food General Terms and Conditions of Purchase takes precedence over any translation. The supplier must ensure that the buyer is informed about any changes to the product manufacturing process or the product itself.

4F. Financial, Legal and Compliance Screening

If necessary Bell Food Group / Bresc:

- will ask the supplier and/or potential supplier for extra financial documents.
- will do a standard (external) comprehensive financial screening of existing and/or potential suppliers
- will do a standard (external) comprehensive legal screening of existing and/or potential suppliers.
- will do a standard (external) comprehensive compliance screening of existing and/or potential suppliers.

5. Bresc Quality Guidelines:

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and/or supportive.

Supplier is certified according to a GFSI (Global Food Safety Initiative) standard. Products and services delivered to Bresc must be according to the GFSI certification scope. All upstream suppliers, including those providing traded and/or outsourced products, must be known, and are certified according to a GFSI standard. Quality according to agreed Bresc specifications.

Supplier will provide all necessary certifications, documents and specifications required upon request.

5A. Risk Management

The supplier will perform a risk analysis on all relevant risks of every product yearly. The supplier has an environmental management system in place, with subjects such as:

- Separate raw materials from packaging materials
- Segregate raw materials from finished goods
- Pest control (self or external contractor)
- Records of all necessary inspections
- Use of electronic insect lamps with adhesive material
- Use of food defence system
- System in place to ensure product authenticity

5B. Audit

Supplier must allow Bresc to audit the compliance with the Bresc Quality Guidelines. The supplier must allow Bresc to use suitable and appropriate measures to check compliance with this Bresc Vendor Code and Bell Food Supplier Code. The supplier will implement effective measures to ensure that Bresc can carry out audits of its direct and indirect suppliers. Bresc will always inform the supplier of audit scope, outcome and audit score.



5C. Compliance

All goods produced, outsourced, traded and delivered must comply with the relevant EU legislation, including, but certainly not limited to:

- Regulation (EC) No 178/2002: General principles of food law and food safety
- Regulation (EC) No 852/2004: Hygiene of foodstuffs
- Regulation (EC) No 1169/2011: Food information to consumers
- Regulation (EC) No 396/2005: Maximum residue levels for pesticides

Goods delivered shall meet agreed product specifications and be safe for use in the food industry.

5D. Quality and residue interpretation importance

Goods to be delivered in accordance with the applicable food-processing and other regulations (laws, ordinances, etc.) applicable in EU and/or in the country where the place of delivery is located according to the purchase order, and are suitable and harmless for use in the food industry. Goods delivered in accordance with the EU residue regulations. Goods delivered in accordance with the agreed product specification.

Microbiological, chemical, pesticide and heavy metals analysis to be accomplished by an external ISO 17025 accredited laboratory with LOQ according EU regulation 396/2055

5E. Quality Requirements

The quality of the product / delivery must be representative of the sample and/or product specification approved by Bresc in terms of:

- Sensory attributes
- Physical properties
- Chemical composition
- Level of microbiological and chemical contaminants
- Level of pesticide and/or heavy metals
- Shelf life
- Packaging/labelling
- Product specification

Minor natural batch to batch deviation will be accepted provided that it does not negatively affect the normal use of the products. If a major deviation from the agreed specification is detected, Bresc is within the right to reject the batch. The supplier would take the cost of collecting the goods back to the origin. In case if a destruction of the material is required, Bresc will communicate the costs to the supplier prior to destruction. The supplier is responsible for the cost of destruction. Rejected and/or not approved batches must not be included in future deliveries. Any batches which have been previously rejected for quality reasons should not be included in new orders and/or deliveries, nor should any related batches. A related batch is one which has a different batch number to the poor-quality batch but is more likely to have quality issues than normal. In addition, if a quality issue is identified by Bresc, it is the supplier's responsibility to check that there are no shipments containing the same batch or related batches still in the country of origin. If there are any affected batches which have not been shipped yet, the supplier needs to let Bresc know immediately so the shipment can be cancelled.

5F. Vendor Management

As part of the ongoing commitment to maintain high standards of quality and performance across our total international supply chain Bresc will conduct vendor management ratings. Bresc will conduct both quarterly and annual evaluations of suppliers based on:

- Quarterly: services, quality, deliveries, and complaints
- Annually: average quarterly evaluation plus: delivery on time, complaints, audits, certifications, pricing, problem solving, innovation, response time, paper work, quality, NPD support and product assortment



The aim is to maintain mutual beneficial partnerships. The annual vendor criteria are:

- A rating: very good performance, you have played a major and crucial role in our ability to meet our own commitments to our customers
- A- rating: very good performance, with minor improvements needed
- B+ rating: good performance with some areas for improvements
- B rating: average performance, we suggest some improvements

• C rating: we believe that there are areas where further improvements should be made.

See enclosure

5G. Annual QA vendor update

According to part 5E vendor management, the annual vendor rating will be communicated to the supplier via the Procurement Department of Bresc.

Suppliers are required to provide once per year all necessary and most relevant updates of certifications, analyses reports, specifications and all other documents upon request.

The standard annual analyses of microbiological, chemical contaminants and residues levers (e.g. pesticides, perchlorate and heavy metals) must be performed by ISO 17025 accredited laboratories

5H. Continuous improvement system (CIS)

A business quality management system and a continuous improvement system CIS should be in place to help the supplier and its organization to continuous improve processes, products, quality and service.

The core principle and purpose of the continual process improvement system is the (self) reflection of processes, the identification, reduction, and elimination of suboptimal processes.

The goal of CIS may include improvement of operations, data, product quality, outcomes, systems processes, improved work environment, or regulatory compliance. All employees at all levels should be involved and continually be seeking ways to improve performance.

(CIS examples: Kaizen, Lean, Six Sigma, etc...)

6: Bresc Delivery Guidelines:

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and/or supportive.

Purchase deliveries to Bresc according to the Bell Food Supplier Code.

Purchase deliveries to Bresc according to the Bresc/Hügli/Bell Food Group general purchase conditions. Purchase contract and purchase order PO according to Bresc specification and/or sample approval unless otherwise agreed by both parties.

6A. PO confirmation

Bresc will send a purchase order PO.

Supplier is requested reconfirm and send written confirmation including delivery time.

Supplier is requested to confirm the purchase order within 48 hours per e-mail to: bedrijfsburo@bresc.com

6B. Documents

Deliveries can only be accepted upon presentation of a delivery note, CMR, packaging list and if applicable a certificate of analysis. Required detail for each delivery document: Bresc PO order number on the CMR, delivery note and invoice.

6C. Booking delivery at warehouse

The supplier is requested to book the delivery DAP 48 hours before delivery. Book and collect the unloading reference number at least 48 hours prior to delivery. Delivery at cold store and warehouse only possible after booking and with the unique necessary inbound reference number.



6D. Delay

If by reason a delay and/or shortage in delivery is to be expected the supplier should inform immediately in writing. Upfront information is requested. Supplier should inform shortages and delays per e-mail to: bedrijfsburo@bresc.com and j.braat@bresc.com and bedrijfsburo@bresc.com and j.braat@bresc.com and j.braat@bresc.com and j.b

6E. Prior notice delivery

Supplier is requested to inform batch number and packaging at the latest 4 working days before arrival of goods mail to: <u>bedrijfsburo@bresc.com</u>. If the supplier is looking to supply multiple batches of the same product in one order PO, the supplier must notify Bresc at any time. The different batch codes must be displayed on the packing list and, when applicable, on the COA.

6F. Shelf life

The remaining shelf life of the products at the time of arrival to Bresc facilities in Netherlands must not be less than 80% of the total shelf life (at the time of delivery 80% of the best before date stipulated by the specification agreement must remain). Please note that the shelf life must be established from the point of manufacture.

6G. Batch

Supplier is requested to deliver one batch per delivery per product with a maximum of 2 batches per delivery per product. In case of more batches per product each individual batch to be placed on a separate pallet Supplier is requests to supply a packaging list including all batch information (batch number, quantity, packaging, etc...) If applicable the supplier is requested to supply a COA. The COA should include all batch information and all necessary test results as defined in the agreed specification.

6H. Breach, noncompliance and rejection

If the products and batches are not delivered on time, and/or not according to specification, and/or not according to food regulations, and/or not according to contra sample there is a noncompliance and breach of the purchase agreement. In case of noncompliance Bresc reserves the right to refuse any deliveries. Such refusals will be communicated directly with the supplier even in the case of 3rd party haulage contractors been used.

6I. Sample

If necessary Bresc could require a representative batch sample prior to shipment. If necessary, shipment only after approval batch sample.

6J. Pictures

If necessary Bresc could require representative pictures of the goods, labels, packaging and pallets before and during loading.

6K. Transport

The shipping companies commissioned by the supplier must be informed in writing that the goods being transported are foodstuffs or raw food and the pertinent hygienic and foodstuff regulations must be complied with. Upon entering the factory premises and in the loading zone, Bresc internal safety and hygienic precautions must be followed. Bresc does not accept any direct mixed loads with foodstuff-critical chemicals or materials that may negatively affect the Bresc delivery. For reefer container transport we require temperature loggers.

6L. Vendor batch traceability

The vendor batch guarantees full transparency and full traceability By vendor batch Bresc is able (upon request) to trace all delivered raw materials to the place, date of production, fields, farmers, agriculture and/or origin.

6M. Delivery documents

- 1. Packing list, CMR, TIR, etc.....
- 2. Certificate of analysis per (COA) batch, and other analysis reports per batch
- 3. Shipping documents such as bill of lading, certificate of origin, phyto, etc....



- 4. Custom documents
- 5. Commercial invoice
- 6. All other delivery documents

The supplier is obliged to hand over, free of charge and at the latest 48 hours upon delivery of the goods, all the delivery documents required by Bresc for proper export, import, customs clearance, taxation, processing and resale, including, without limitation, customs and transport documents, certificates and corresponding attestations, test reports, factory certificates, drawings, plans, operating instructions and repair manuals, etc.... all that in reproducible form. The delivery documents should be included in both electronic and paper format. All documentation should be issued in the name of Bresc B.V.

The electronic copies of the delivery documents must be supplied in time. The information in the Bresc purchase order provided by Bresc is reflected correctly in the documentation supplied by the supplier (e.g. business name & address, product name, price). If Bresc incurs any charges due to the errors in the documentation, Bresc is within the right to pass the charges to the supplier. The supplier is to raise any questions about the purchase order before accepting.

Bresc requires following information on all documents (invoice, delivery note, packing list, certificates, analysis, CMR, TIR, etc.....):

- PO order number Bresc
- SO number supplier
- Product number
- Best before date (at the time of delivery 80% of the best before date stipulated by the specification agreement must remain)
- Supplier (and origin if different)
- Article description
- Net weight
- Gross weight
- Data regarding manufacturing batch / batch number
- For organic products organic inspection body number and organic description

Deliveries can only be accepted upon presentation of the necessary delivery documents. Mail all delivery documents at the latest 48 hours upon delivery to: <u>bedrijfsburo@bresc.com</u> Please send the electronic copy of the invoices to: <u>administratie@bresc.com</u> and <u>bedrijfsburo@bresc.com</u>

For import the paper copies of the delivery, shipping and custom documents are to be dispatched to the following address:

Bresc B.V. Jakobsstaf 6 4251 LW Werkendam to the attention of: procurement department

6N. Quality documents

Purchase PO and product according to the EU regulations.

The supplier is obliged to hand over, free of charge and at the latest 48 hours upon delivery of the goods, all the delivery documents required by Bresc.

Documents to be sent prior to delivery:

- COA
- If necessary micro analysis
- If necessary Pesticide & Heavy Metals residue analysis
- If necessary chemical analysis
- If necessary all other analysis



Deliveries can only be accepted upon presentation of the necessary delivery documents.

All requested quality documents, coa and analysis reports must be supplied before the consignment has been dispatched.

Mail all analysis reports at the latest 48 hours upon delivery to: certificates@bresc.com

6O. Non-Conforming Goods or Services; Late Delivery; Replacement Personnel

Bresc reserves the right to refuse any goods or services and to cancel all or any part of the PO if supplier does not, or goods or services provided by supplier to buyer do not, conform to any applicable industry standards or practices, any applicable specifications, drawings, samples, descriptions or any other similar criteria in the PO or otherwise provided to supplier by Bresc (the "Specifications") or any terms and conditions set forth in the PO and herein. Defects are noted by Bresc on the cmr and/or copy of the delivery note and given to the driver of the forwarding company. If defects occur at a later point in time (hidden defects) the supplier will receive a written notification and/or claim.

7. Bresc Packaging and labelling guidelines

The Bell Food Group terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and/or supportive.

This section outlines the general requirements for primary and secondary packaging. The supplier must ensure that all consignments meet the mutually agreed requirements stipulated. Packaging and pallets have to be of good decent quality. Supplier shall use best commercial practice for packing and packaging of items to be delivered to Bresc.

7A. Packaging

The goods shall be properly packed by the supplier in compliance with the relevant regulations (especially those applicable to foodstuffs) and in a safe manner with regard to the specific means of transport. If the removal of packaging requires any special care, the supplier must inform Bresc of this fact. We prefer a carton 10 kg in size 29 cm wide, maximum 25 cm high

The foodstuff packaging must not negatively influence the goods retained within the packaging. The supplier must provide suitable verification that the packaging is safe and appropriated for its planned use and that it has been tested for possible contamination and risks to the good/materials. The use of any loose parts that could be avoided as a foreign body must be avoided.

Secondary Packaging

- All packaging should be food grade and must meet the EU food packaging regulations
- Boxes or bags should be stacked to maximize stability
- Boxes should be properly taped with food grade case sealing tape
- Staples and/or any other form of similar material is not allowed
- The labels must be facing the outside

Primary Packaging

- All packaging food grade and must meet the relevant EU food packaging regulations
- Maximum individual product pack weight 23- 25 kg
- Size of carton is max. 29 cm wide and 25 cm high

Bresc undertake to accept all deliveries that conform to the specifications and guidelines outlined above. We reserve the right to refuse any deliveries which arrive in an unacceptable condition. Such refusals will be communicated directly with the supplier even in the case of 3rd party haulage contractors been used.

If materials within a delivery are not in an acceptable condition (e.g. torn bags, poor pallets or unsafe loading) but the urgency of the materials require us to accept the delivery, a surcharge will be made for reworking the materials in whatever manner is necessary. The standard re-palletization fee of EURO 50.00 per pallet will be applicable. Written confirmation from the supplier will be obtained before any surcharges are made.



7B. Label

This document outlines the general requirements for labelling. The supplier must ensure that all consignments meet the mutually agreed requirements stipulated and the EU food regulation. Required details for the label:

Product / article description	:
Article number :	
Net weight	: XX kg
Batch	: BL XXX -XXX
Date regarding manufacturing batch	:
Best Before Date	: dd/mm/yyyy
Origin	:
Supplier	:
Organic	: organic inspection body number and organic symbol

If necessary Bresc will ask the supplier to generate, print and apply barcode labels EAN 128

7C. Pallets

The goods may only be loaded onto proper clean pallets. Pallets that are not flawless/proper and therefore not allowed are those pallets that are: damp or soiled as well as pallets containing loose nails, splinters, wood blocks that are turned by more than 1 cm, or missing or damaged components that could lead to hygienic disadvantages of the loading/unloading process or to additional expenses in the logistic handling in our warehouse.

Only good proper quality pallets will be accepted.

- Industrial pallet L 1.200 x W 1.000 mm x H 150 mm (DIN EN 13698-2)
- Euro pallets L 1.200 x W 800 x H 150 mm (DIN 13698-1)
- Four-way entry heat treated fumigated wooden pallets. The entry slots must be at least 90 mm. All wooden pallets should be stamped with the international quality mark to ensure they have been treated for international shipping and adhere to ISPM 15 or be of an equivalent quality.
- Plastic pallets with Euro and Industrial pallet dimensions could be accepted

Furthermore:

- Industrial pallet max height 180 cm and max weight 1000 kg (+ pallet weight)
- Euro pallet max height 180 cm and max weight 1000 kg (+pallet weight)
- All pallets should be securely shrink or stretch wrapped with no overhanging edges or protrusions, applied with sufficient tension to hold the load securely.
- No pallet should exceed 1000kg in weight (excluding the weight of the pallet).
- Pallet height, including the pallet, should not exceed 1.8m
- The pallet base should be covered with a suitable material to deny the ingress of moisture and aid the stability of the pallet. The pallet load must be protected from detrimental influences (such as moisture, foreign bodies, impurities) by applying a suitable stretch hood and protective hood. During the transport, the stability must be ensured through suitable loading securing.
- No overlapping, overhanging sides
- No protruding pallet identification
- Each pallet must be clearly labelled and have a pallet label on each side
- Mixed pallets are not allowed
- In some cases Bresc may require fumigated wooden pallets





- Buyer: Bresc B.V. (member of Hügli-Bell Food Group)
- Name: Ruud van Wijk / Jurgen Braat
- Position: Procurement & Supply Chain Category Management



8.1 Attachments

Attachment 1: correct wrapping & palletizing

Correct wrapping



Correct packed pallet





Attachment 2: not correct / wrong pallets





Attachment 3: not correct / wrong palletization











8.2 Downloads

Supplier should always check and download latest version downloads.

The Bell Food Group downloads, codes and terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and or supportive. <u>https://www.bellfoodgroup.com/en/suppliers/</u>

https://www.bellfoodgroup.com/en/downloads/

https://www.bellfoodgroup.com/en/search/?searchtext=purchase+conditions

Other Information:

https://environment.ec.europa.eu/topics/forests/deforestation/regulation-deforestation-free-products_en



8.3 Enclosure summary

8.3.1: Bell Food Group Code of Conduct

The Bell Food Group downloads, codes and terms and conditions are in all cases binding and always take precedence over information in this document. The information in the Bresc Vendor Form is additional and or supportive.

1A. Conduct business

- Observe applicable law, binding norms and guidelines
- Endorse fair competition, avoid conflicts of interest
- Do not tolerate bribery or corruption in any form
- Safeguard confidential information and the assets of the company
- Guard against any misuse of insider information
- Pay taxes in the countries where we generate our income
- 1B. Interact at the Bell Food Group
 - Interact with mutual respect and absolute non-discrimination
 - Protect the health and safety of our employees
 - Promote good working conditions, ongoing training and fair remuneration
- 1C. Shape relationships
 - Treat each other's as partners
- 1D. Suppliers
 - We expect suppliers to embrace principles that are comparable to normal legal standards respect of working conditions, ethics and the environment.
- 1E. Safeguard the rights of shareholders
 - We apply the principles of good corporate governance
- 1F. Meet social responsibilities
 - Maintain an open dialogue with all our stakeholders
 - Take responsibility very seriously
- 1G. Work sustainably
 - Be committed to responsible production and procurement
 - Make contribution to resource efficiency and climate protection
- 1H. Code of Conduct into practice
 - Encourage people to read, understand and appreciate the Code of Conduct
 - Take action against transgressions
- 1I. Business Conduct
 - The protection of whistleblowers
 - Preventing bribery and corruption
 - The physical and mental health of employees, the health and safety of consumers and end users
 - Job security for workers, information security and privacy
 - Employment conditions related to working hours
 - Equal treatment and opportunities for both men and women, diversity in the workplace
 - Providing employment opportunities for people with disabilities



8.3.2. Bell Food Group Supplier Code:

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Summary of the Supplier Code guidelines three sustainability dimensions

1st Dimension : Social responsibility

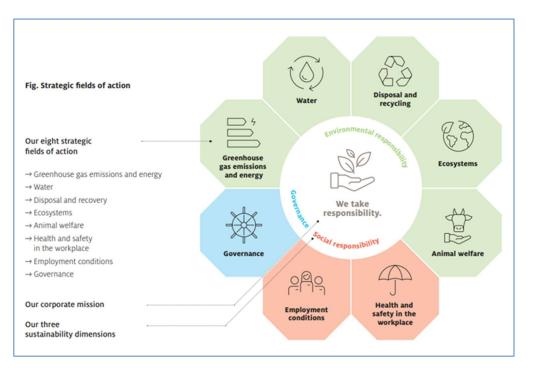
- Employment conditions
- Health and safety in the workplace

2nd Dimension: Environmental responsibility

- Animal welfare
- Greenhouse gas emissions and energy
- Water
- Disposable and Recycling
- Ecosystems

3rd Dimension: Governance

- Governance





2A: Employment conditions / Social justice and human rights of the supplier code

- Respect for human rights
- Remuneration and working hours
- Ban on child labour and forced labour
- The supplier employs no minors / individuals under the age of 15.
- No forced labour and disciplinary measures, reasonable working hours
- Protection of freedom of assembly and right to collective bargaining
- Freedom of association
- Appropriate compensation
- Equal treatment, equal opportunities, in particular gender equality

2B: Health and safety conditions of the supplier code

- Employment relationships
- Occupational health and safety
- Protection against violence, bullying and sexual harassment
- No discrimination
- Occupational safety
- Workplace safety, special protective regulations for work that is dangerous and hazardous to health
- Special protection for young employees
- Ethical business practices
- No precarious employment situation
- Protection of the environment and safety, in compliance with the Basel and the Stockholm Conventions

The supplier shall comply with

- Swiss Due Diligence and Transparency Obligations Regarding Minerals and Metals from Conflict Areas and Child Labor (No. 221.433 VsoTr)
- The upcoming EU "Supply Chain Act" (working title: "Corporate Sustainability Due Diligence Directive")
- The German act Supply Chain Due Diligence ("SCDDA")
- The Dutch act 9"Wet Zorgplicht Kinderarbeid")
- The French act ("Loi de vigilance")
- Regulation on deforestation free products (EUDR)

The above regulations mark the strict international and national requirements for the monitoring of a company's supply chains.

- The supplier has a valid certification/audit report regarding human rights and environmental due diligence
- The supplier has a Sedex profile, Amfori BSCI (member, audit results A/B or C), SMETA-Sedex, SA8000, IMO (For Life, Fair For Life), Fairtrade Standard (for contract labor, for small producer organization).
- The supplier does not employ individuals under the age of 15, or work at your company keeps individuals under the age of 15 from attending school.
- The supplier and his upstream suppliers in the supply chain have special protective regulations for work that is dangerous and hazardous to health.



The accepted standards for Supply Chain Due Diligence (German "LKSG" law):

Accepted Standards SA8000 Amfori BSCI Member/Participant Amfori BSCI Rating A Amfori BSCI Rating B Amfori BSCI Rating C Sedex SMETA Pillar II Sedex SMETA Pillar IV Fairtrade Standard for Small-scale Producer Organisations Fairtrade Standard for Hired Labour Fairtrade USA Capture Fisheries Standard Rainforest Alliance Bio-Suisse Standards for Imports Fair for Life (IMO) For Life (IMO) ASC salmon ASC pangasius ASC Tilapia ASC camarones/Langostino ASC shrimps RSPO - Principles and Criteria FSC - Forest Management FSA - Farm Sustainability Assessment Naturland Standard on Production Naturland Standard on Production Naturland Sustainable Capture Fishery /Wildfisch Naturland Fair GLOBAL GAP (Version 6, 2024) & GRASP (Version 2, 2024) MPS Socially qualified ETI / Sedex SMETA (bei third party Auditierung)	Validity not older than 3 years confirmation membership / member ID required not older than 2 years not older than 2 years not older than 2 years not older than 2 years not older than 3 years not older than 3 years not older than 3 years not older than 3 years not older than 4 years valid
FSC - Forest Management FSA - Farm Sustainability Assessment Naturland Standard on Production Naturland Sustainable Capture Fishery /Wildfisch Naturland Fair GLOBAL GAP (Version 6, 2024) & GRASP (Version 2, 2024) MPS Socially qualified ETI / Sedex SMETA (bei third party Auditierung) RBA - Responsible Business Alliance ICTI - Ethical Toy Programme RJC - Responsible Jewellery Council	valid valid valid valid valid valid valid not older than 2 years valid valid valid valid
FWF - Fair Wear Foundation TfS - Together for Sustainability ICS – Initiative for Compliance and Sustainability WRAP – Worldwide Responsible Accredited Production SIZA - Sustainability Initiative of South Africa	valid valid valid valid not older than 3 years



2C: Environmental conditions of the supplier code

- Animal Welfare

The supplier must make an effort to improve the wellbeing and welfare of animals Currently not applicable for Bresc and its suppliers

- Greenhouse gas emissions & energy / climate change

The supplier must make an effort to avoid or at least to minimize the effects of climate change

- Registration and reporting of direct and indirect carbon emission scope 1 and scope 2
- Reduce greenhouse gas emissions
- Reduce the CO2 balance sheet
- Respond to the negative effects of climate change
- Reduce energy consumption and use sustainable energy sources.

- Water

The supplier must make an effort to reduce water consumption

- Use water efficiently and reducing water consumption
- Reduce negative effects of waste water

- Ecosystems & Biodiversity / reduce pollution / traceability

The supplier must make an effort to avoid or at least to minimize the negative effects on the environment

- Conserve the biodiversity
- Stop deforestation
- Commit to sustainable and or organic agriculture.
- Reduce nitrogen emissions
- Stop pollution from chemical pesticides
- Stop pollution from microplastics
- Involve the supply chain in the process off improving transparency and traceability
- Trace raw materials to the place of production and origin

- Disposable & Recycling / circular economy

The supplier must make an effort to avoid or at least to minimize waste and packaging

- Cultivate, purchase and produce raw materials close to home
- Reduce food waste
- Reduce packaging materials
- Reduce waste in general
- Future guidelines Bresc



2D: Governance & Business ethics conditions of the supplier code / Anti-Trust

Comply with the legal regulations and engage in a peer-to-peer relationship based on a spirit of partnership and fairness.

- Respect for human rights
- Observance of laws
- No form of corruption
- Anti-Trust law, no disadvantageous and unfair manipulation of the market
- Data privacy
- Apply to whistleblowing system
- Protect and respect confidentiality of information and documents
- No trigger of conflicts of interest
- Protect and respect Intellectual property
- The supplier manages procurement and production in a good manner

Reference:

- <u>https://eur-lex.europa.eu/legal-content/NL/TXT/?uri=CELEX%3A32019L0633</u>
- <u>https://competition-policy.ec.europa.eu/antitrust-and-cartels/legislation/application-article-102-tfeu_en</u>
- <u>https://gpkh.eu/en/expertise/agrarorganisationen-und-lieferketten-gesetz/#:~:text=The%20German%20Agricultural%20Organisations%20and,to%20combat%20unfair%20trade</u>%20practices.

2E. Supply chains supplier code

No violation of basic rights or moral and ethical principles of national and international agreements, regulations or legal provisions. The supplier must implement an appropriate and effective risk management system to monitor compliance with the requirements of this Supplier Code in its own enterprise as well as those of direct and indirect suppliers.

2F. Compliance with the supplier code

The supplier will implement values and objectives in a binding manner along its supply chain and notify Bresc of any violations and suspicious activities in its own enterprise or along its supply chain. The supplier will implement effective measures to ensure that Bresc or our customers can carry out audits of its direct and indirect suppliers.

2G. Violations of the supplier code

This Code serves as an important foundation for partnership. If we identify a violation, we will discuss the matter with the supplier to try to end violation before ending the corporation. We reserve the right to report violation of this code to competent authorities and institutions.



8.3.3. Self-assessment supply chain due diligence act

GROU	PÖ				
To whom it m	ay concern,				
	are, as a Swiss group of companies we are di				
-	nsparency Obligations Regarding Minerals a Tr) since January 1, 2022.	nd Metals f	rom Conflict Areas and	Child Lab	or (No.
At the same ti	me, the Supply Chain Due Diligence Act (SCD				
2023, which w on all our com	vill directly affect our German company as of panies.	January 1,	2024, but already has a	an indirec	t impact
Comparable re	egulations can also be found in other countr				
•	nerlands ("Wet Zorgplicht Kinderarbeid") and "Corporate Sustainability Due Diligence Dire	•			in Act"
• –	ulations mark the beginning of stricter inter				moni-
-	npany's own supply chains.	tors we as	y upu to provide us with	the follo	wing
information:	urrent and future expectations of the legisla	tors, we as	x you to provide us with	i the follo	wing
	- C			V	Ne
Managemen Can your con	t System npany provide a valid certification/audit rep	ort regardir	ng human rights and	Yes 🖾	No □
	al due diligence?	-	_	_	
If yes, which Click or tap	one? here to enter text.				
Examples: Amfo	ori BSCI (member, audit results A/B or C), SMETA-Sede		O (For Life, Fair For Life),		
Fairtrade Stand	ard (for contract labor, for small producer organization	ı).			
Supplier Cod			a	Yes	No
Your compar	ly has taken note of the contents of the Bell	Food Grou	p Supplier Code	\boxtimes	
Do violations	of the Supplier Code occur in your company	/?			\boxtimes
If yes, please Click or tap	specify: here to enter text.				
olicit of tap	nere to enter text.				
	n need of protection suppliers employ individuals under the age o	f15 or wo	rk at your company	Yes	No
1.11	luals under the age of 15 from attending sch		ik at your company		\boxtimes
	suppliers have special protective regulation	s for work	that is dangerous and		\boxtimes
hazardous to You and your	nealth. r suppliers have taken appropriate preventiv	e measure:	to prevent the above.		\boxtimes
1999 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 1000 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 - 2009 -					
We reserve th	e right to ask further, more indepth question	ns on comp	liance related topics.		
Questions can	be discussed with the responsible leadbuye	r at any tin	ie.		
Place, date	Klicken oder tippen Sie hier, um Text	Name	Click or tap here to	enter tex	t.
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company	Giron of tap here to effici text.	runction	ouck of rap here to	entel tex	l.
Signature					
1	Click or tap here to enter text.				



8.3.4. Supplier questionnaire

Suppler Questions	Bresc	Suplir Questionnai	RESC	Supplier Question	RESC CONTRACTOR
	General Information:		Quality Assurance:		Products
The High Group is an of the backing companies in Grange regarding the development, production and material of coloney products like image, second, descript and functional field.	Standard Standard Address Phone / Les	in Europe regarding the	Do you have all internal analytical lab if you, pixed from the text you do.	The Highl Group to one of the backing companies in Errore regarding the decompanet, production and material of coloring products like image, second, decounts and function from the second second functional from	Which products do you manufacture?
	Email Website Contact parson		Do you have an internal pression of the second seco		Which products do you: todo?
Our Quality Principles Quality and food safety of aur protects are on the principle benchado as constantial bench of our expansion bench of the second safety providing safety safety and providing relative safety and california to aur californial Quality is a survey larger.	h sport houses part of a model of the sport	Cutaty and hold starty of aur profession on the protection for phone is an unit of protection boots of our organization boots of our organization control of phone phones and confidence to an organization Control or a housed band.	On yon in right with the second secon	Our Quality Principles Outly and find safety of an product are on the princip bends of our separation tends of our separation tends of our separation tended pathy setting product pathy setting product pathy setting outlines: to an outlinear	De propositoria Anki andraji con al robust en falsa of energy product pacify? If why, here do you ensure the product and with short Inspection?
b only stress of hypothese and to not underways regressing	04 04 04 04 04 04 04 04 04 04 04 04 04 0	b service scheme in the formation of the scheme schem	••• huglicon	the condy strate of the Department and the of calibration regulations	● ● ● hugl.con
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Additional Supplier	Questionnaire	B	est	-	
		-			1. 4.
and the second se					-
	Manufacturer without GFS	certific	sting		
he Higli Group	Personal Hygiene		_		
one of the leading companies Europe regarding the		yes	no	n/#	Additional explanation
evelopment, production and anisotral of culturary products	Do you provide protective				
te singly, stuces, bouffers, andy monity, desserts and	clothing?			L	
nchenal field.	Do you use vistor's	-	-	-	
	questionnaire?			L	
			_		
	Do you have a designated smoking area?				
	smoking area?			L	
	Do you have an induction	-	-	-	
har Quality Principles	programme for new staff?			L	
usity and food safety of our	-	-	-	-	
reducts are our top priority!	Do you run personal hugiene training			L	
whiteday is committed at all solds of our organizations	programmes for staff?				
ternal standards and PS/SHC	Hygiene & Cleaning				
rified quality systems routing efficient processes and	Do you have documented				
endence to our culturers!	hygiene schedules and cleaning procedures?			L	
usity is a running target compty always with legislation	Do you have record of	-	-		
id to next our cultoner's quaranteets	cleaning carried out?			L	
			_		
	Do you have designated areas / rooms for cleaning		I 1	I	1
	equipement?			L	
	Are cleaning chemicals	-	-	-	
	stored in a locked area?			L	
	Away from food production / storage			L	
			I	1	1
	areas?				
27.11.2024	areas?		-	-	• • • hueglicom



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	5		-	1		
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		-	Y		200	-
Additional Supplier	Questionnaire	B	RESC	2	-	-
					1	7
	General	_	_		-	-
e Higi Group		yes	10	n/#	Additional explanation	
ane of the loading companies Europe reparting the velopment, production and intering of culturey products in timute, sources, boullans,	Oo you a HACCP System in place?					
r smaps, second, southers, ady mostly, decourts and colonial fixed.	Do you have a food Defence system in place?		T			
	Do you have a system in place to ensure the product authenticity?					
	Is your company willing to undergo an audit from Higgl?					
r Quality Principles Ry and foot safety of our ducts are our top priority		-	-	-		
nbody is consisted at all is of our organization!						
mai standards and PS/BRC (fiel quality softems viding efficient processes and fidence to our cultument)						
sity is a running target comply always with legislation if to meet our cultamer's parametral						
	Name (print)	ignatur			Position	Date
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8.3.5. Audit form

Bresc			
DRESC			
Points of attention	Score	Weight	Remark / non-compliance
1 Senior management commitment and co 1.1 Strategy, vision, continuity and future	5	3	
1.2 Continuous improvement	5	3	
2 The HACCP food safety	_		
2.1 Determine the Critical Control Points (CCP'S) (equivalent to codex alimentarius step 7)	5	4	
3 Food Safety and Quality manag	ement sys	stem	
3.1 Food Safety and Quality manual	5	4	
3.2 Document control	5	3	
3.3 Recording completion and maintenance	5	3	
3.4 Supplier and raw material approval and performance monitoring	5	5	
3.5 Cultivation and cultivation guidance	5	5	
3.6 Field visit	5	2	
3.7 Specifications	5	4	
3.8 Food fraud management	5	5	
3.9 Traceability + claims	5	5	
10 Complaint handling	5	4	
4 Site standards 4.1 External standards (around building)	5	4	
4.1 External standards (around building) 4.2 Site security and food defence	5	5	
4.3 Layout, product flow and segregation	5	5	
4.4 Building fabric, raw material handling, preparation, processing, packing and storage areas.	5	4	
4.5 Utilities, water, ice, air and other gases	5	3	
4.6 Equipment	5	5	
4.7 Machinery investment and innovation	5	3	
4.8 Maintenance	5	5	
4.9 Sustainability management	5	2	
.10 Staff facilities	5	3	
Chemical and physical product contamination control: raw material handling, preparation,	-		
processing, packing and storage areas	5	5	
.12 Foreign body detection and removal equipment	5	5	
1.13 Housekeeping and hygiene	5	5	
1.14 Cleaning and cleaning products (procedure including monitoring)	5	5	
1.15 Storage chemicals	5	4	
1.16 Waste and waste disposal (seperation?)	5	4	
1.17 Management of surplus food and products for animal food	5	3	
1.18 Pest management	5	4	
. 19 Storage facilities	5	3	
.20 Dispatch and transport	5	3	
5 Product control 5.1 Management of allergens	5	5	
5.2 Product packaging	5	4	
5.3 Product packaging 5.3 Product inspection, on-site product testing and laboratory analysis	5	3	
5.4 External lab tests (e.g. pesticides, listeria, salmonella)	5	3	
5.5 Product release	5	4	
6 Process control			l
6.1 Intake and receipt control	5	5	
6.2 Control of operations	5	4	
6.3 Labelling and pack control	5	3	
5.4 Quantity weight, volume and batch control	5	3	
6.5 Calibration and control of measuring and monitoring devices	5	4	
7 Staff		,	
7.1 Training: raw material handling, preparation, processing, packing and storage areas	5	3	
7.2 Personal hygiene: raw material handling, preparation, processing, packing and storage areas	5	5	
7.3 Medical screening	5	3	
7.4 Protective clothing: staff to production areas	5	4	
7.5 Protective clothing: visitors to production areas	5	3	
7.6 Working conditions, manual work	5	4	
8 General reception and provision of information (prices, busin	1	1	t information and vision)
8.1 Response to feedback during audit	5	3	
8.2 Product suitabability	5	3	
8.3 Portfolio	5	3	
8.4 Product pricing (conditions)	5		
Total score	265	A	Supplier APPROVED



8.3.6. Company information

Supplier	
Company name	
Street	
Number	
Postal code	
City	
Province	
Country	
Phone number	
E-mail	
Website	
Chamber of Commerce (CoC)	
Number chamber of commerce	
VAT number	
Bank	
Bank account number	
Swift code	

COMPANY DETAILS BRESC B.V.

Company Name	Bresc B.V.
Address	Jakobsstaf 6
Postal code - Town	4251 LW Werkendam
Country	The Netherlands
Telephone no.	+31 183 200 000
Fax no.	+31 183 310 210
Internet address	www.bresc.com
E-mail (general)	info@bresc.com
E-mail (general)	info@bresc.com
	info@bresc.com Commerzbank
Bank	
Bank BIC / Swift code	Commerzbank
Bank BIC / Swift code IBAN	Commerzbank COBANL2XXXX
Bank BIC / Swift code IBAN VAT no.	Commerzbank COBANL2XXXX NL47COBA0637061454
E-mail (general) Bank BIC / Swift code IBAN VAT no. Chamber of Commerce EORI no	Commerzbank COBANL2XXXX NL47COBA0637061454 NL81.58.40.081.B01