

Apetit Supplier Code of Conduct

1 Introduction

Apetit Group (“Apetit”) is committed to responsible and sustainable business practices across its entire value chain. Our sustainability efforts focus on reducing environmental impacts, promoting responsible sourcing, and ensuring safe and fair working conditions together with our business partners. As regulatory requirements, due diligence obligations and customer expectations for transparency and sustainability increase, Apetit expects its suppliers to meet equally high standards.

This Supplier Code of Conduct (“SCoC”) sets out the minimum requirements for ethical, environmental and social responsibility that all Suppliers* to Apetit must comply with. It forms an integral part of supplier contract and our collaboration to build a sustainable, traceable and trustworthy supply chain.

Apetit strives to operate in accordance with the following principles and commitments which also form a basis for Apetit’s SCoC. Apetit expects its suppliers to strive to align their own operations with these principles.

- The Ten Principles of the UN Global Compact initiative for the promotion of human and labor rights, environmental protection, and the prevention of corruption.
- The UN Universal Declaration of Human Rights
- UN Guiding Principles on Business and Human Rights
- ILO’s Fundamental Principles and Rights at Work
- UN Convention on the Rights of Children and Women
- amfori BSCI (Business Social Compliance Initiative)
- amfori BEPI (Business Environmental Performance Initiative)

*Supplier = any individual or legal entity which provides Apetit with products, materials, or services.

2 Business ethics

2.1 Compliance with Laws and Regulations

The Supplier must comply with all applicable national legislation, regulations, and industry requirements in all jurisdictions where they operate.

2.2 Fair competition

The Supplier must compete fairly and comply with all relevant antitrust and competition laws. Appropriate internal standards and procedures must be in place to prevent anti-competitive practices.

2.3 Confidentiality and data privacy

The Supplier must protect Apetit’s trade secrets, confidential information, personal data, and any other sensitive information they receive. Such information must be handled with due care, used only for its intended purpose, and protected in accordance with applicable laws and contractual obligations.

2.4 Information security

The Supplier must implement and maintain appropriate technical and organizational measures to assess and manage information security risks and ensure adequate protection against cyber threats, unauthorized access, service disruptions, and data breaches. The Supplier must ensure that access to Apetit systems and data is limited to authorized personnel and protected with appropriate authentication controls, and that any subcontractors comply with equivalent information security requirements. Any information security incident that may affect Apetit, its operations, products, services, or data must be reported to Apetit without undue delay and, in any case, within 24 hours of detection.

The Supplier must not use Customer data in public or third-party AI services without prior written approval.

Upon request, the Supplier must provide reasonable evidence of compliance with these requirements.

2.5 Anti-corruption and anti-bribery

All forms of bribery, money laundering, corruption, and unlawful trade practices are strictly prohibited. The Supplier must implement effective procedures to prevent all forms of bribery, corruption, money laundering, and improper advantages. The Supplier must not offer, give, request, or accept bribes, facilitation payments or inappropriate gifts or hospitality. No benefits may be provided to Apetit employees that could influence, or appear to influence, business decisions.

2.6 Avoiding conflict of interest

Suppliers must avoid situations that create or may appear to create a conflict of interest in relation to Apetit. The Supplier must disclose to Apetit any potential or existing conflict of interest in its relationship with Apetit.

2.7 Trade sanctions

The supplier must comply with all applicable sanctions, export and import restrictions imposed by the European Union, the United Nations, and other competent authorities. The Supplier must ensure that products, services, and payments do not violate sanctions and must verify that actors in their supply chain also comply.

3 Human rights and working conditions

The Supplier must respect internationally recognized human rights and conduct human rights due diligence. The supplier must identify, prevent, mitigate, and address adverse human rights impacts they cause, contribute to or are linked to.

3.1 Occupational health and safety

The supplier must provide a safe, healthy, and secure working environment by continuously improving safety management. Preventive measures, training, and appropriate protective equipment must be in place. Health and safety risks must be regularly assessed and managed. Employees must be insured as required by law and have the right to stop unsafe work without negative consequences.

3.2 Freedom of association

The Supplier must respect employees' right to form or join trade unions, engage in collective bargaining, and participate in related activities, including meetings, in accordance with applicable laws. Employees must not face retaliation or discrimination for exercising these rights.

3.3 Working hours and wages

The Supplier must comply with all applicable laws, requirements, and industry standards relating to wages and working hours. All employment must be based on the documented contracts that clearly define the terms of employment. Wages and benefits must at minimum meet legal and industry requirements and should support a decent standard of living when statutory minimum wages are insufficient. Wages, benefits, and deductions must be clearly communicated and paid regularly. Working hours must comply with national law. Regular hours must not exceed 48 hours per week, or 60 hours including overtime. Overtime must be voluntary and compensated according to the law. Employees must receive at least one rest day after six consecutive working days.

3.4 Child labour

Apetit does not accept child labor. Every child is to be protected from economic exploitation and from carrying out work that can be considered dangerous, to have a negative effect on the child's education, or to be harmful to the child's health or development. The supplier must not employ any worker younger than 15 years of age, or 14 years of age, if permitted under national law pursuant to Article 2.4 of ILO Convention 138. Young workers (15–17 years) must not perform hazardous work, night shifts or tasks that compromise their health, safety, morals, or education. The Supplier must comply with all legal requirements related to young workers.

3.5 Forced labour

No form of forced labour is permitted. The supplier must not engage in any form of forced, bonded, trafficked or involuntarily labor. The supplier must not withhold wages, personal documents, or restrict freedom of movement. Workers must not bear recruitment fees or related costs. The supplier must respect employees' rights to terminate their employment.

3.6 Non-discrimination and fair treatment

The supplier must ensure equal treatment and opportunity for its employees and avoid any form of discrimination. The Supplier must not discriminate based on race, ethnicity, gender, religion, age, disability, sexual orientation, political opinion, social origin, or any other distinction not based on inherent requirements of work. The Supplier must ensure that employees are treated with dignity and respect. Harassment, intimidation, corporal punishment, verbal abuse, or any inhumane treatment is strictly prohibited.

3.7 Land Rights

The supplier must respect the prevailing land rights and refrain from any form of unlawful forced eviction or unlawful deprivation or dispossession of land, forest, or bodies of water whose use secures a person's livelihood or the livelihood of several people, particularly in connection with acquisition or development.

4 Environment

The Supplier must comply with environmental legislation and support the environmental principles of the UN Global Compact. The supplier has identified the principal environmental effects of its operations and proportionate to the nature and scale of its activities, must work to reduce emissions into the air, soil, and waterways and make efficient use of resources.

Suppliers must

- fulfil all environmental regulatory requirements and permit conditions.
- monitor, manage and appropriately treat wastewater, air emissions, and waste, including hazardous waste.
- identify key environmental impacts and work to reduce emissions to air, water, and soil, while improving resource efficiency.
- consider the climate impacts of their operations and take reasonable measures to reduce greenhouse gas emissions.

5 Compliance and implementation

5.1 Implementation throughout the supply chain

Suppliers must integrate the requirements of this SCoC into their own operations and ensure that the same expectations are applied to any subcontractors and upstream suppliers through contractual or equivalent measures.

5.2 Transparency and Cooperation

Apetit regularly assesses and monitors its business partner's ability to operate in accordance with the set requirement. Apetit expects transparency and cooperation from the Supplier and expects the Supplier to

- provide requested information to Apetit in the required format and within specified timelines
- demonstrate, upon request, how they ensure compliance throughout their supply chains
- cooperate fully with Apetit in due diligence processes and corrective actions.

5.3 Whistleblowing

The Supplier must implement a reporting mechanism for their employees and other stakeholders to report violations of the standard set in this SCoC. An employee who reports any violations must not be disciplined or discriminated against as a result. Additionally, the Supplier must inform employees the possibility to report misconduct through [Apetit's Whistleblowing Channel](#).

5.4 Audit rights

Apetit may conduct audits—announced or unannounced—directly or through a third party to verify compliance with this SCoC. Suppliers must cooperate with all audits and assessments.

5.5 Remedial action and termination

If a violation occurs or is at risk or occurring, the supplier must:

- inform Apetit for possible misconduct
- take immediate action to stop or minimize the impact
- implement corrective measures required by Apetit
- cooperate in developing and executing a remediation plan.

If a supplier fails to comply with this SCoC or does not implement required improvements within the timeframe set by Apetit, Apetit may suspend or terminate the business relationship.