1. Objective / Purpose

The Hans Freitag Group is committed to acting in a responsible, sustainable and lawful manner. We are mindful of our responsibilities within global supply and value chains.

The requirements set out in this Code of Conduct form the basis for a trusting and long-term partnership. We expect our suppliers, service providers and contractors (hereinafter referred to as 'suppliers') to comply with the principles set out herein.

The Supplier Code of Conduct is based in particular on the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the requirements of Amfori BSCI and the core labour standards of the International Labour Organisation (ILO). The Hans Freitag Group supports the ten principles of the United Nations Global Compact (UNGC) in the areas of human rights, labour standards, the environment and anti-corruption. The requirements set out in this Supplier Code of Conduct serve to implement these principles throughout the supply chain.

The supplier undertakes to implement the standards described herein appropriately within its own organisation and throughout its supply chain. Compliance with this Supplier Code of Conduct does not exempt the supplier from any further legal or regulatory requirements.

By entering into or continuing the business relationship, the supplier confirms that it has taken note of and will comply with this Supplier Code of Conduct.

2. Implementation

2.1 Fundamental Conduct Requirements

2.1.1 Compliance with Applicable Law

The supplier undertakes to familiarise itself with the laws, regulations and rules relevant to its area of responsibility and to comply with them without exception. This applies in particular to imports, exports, domestic trade in goods, technologies or services, as well as to payments and capital flows. Our suppliers must ensure that there is no breach of economic embargoes or of trade, import and export control regulations, nor any financing of terrorism.

2.1.2 Fair Competition

We are committed to fair competition and expect our suppliers to comply with all antitrust and competition law provisions.

No form of unlawful influence on competition will be tolerated. Nor will any collusion regarding prices, terms and conditions, or strategies with business partners, other companies or traders that hinders fair competition be tolerated.

The supplier shall not participate in any anti-competitive boycott.

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2.1.3 Prevention of Corruption

Any form of corruption, bribery, extortion, fraud, embezzlement or other unethical business conduct is prohibited. The supplier must not, either directly or indirectly, offer, grant or accept any undue advantage in order to influence business decisions.

2.2 Human Rights and Working Conditions

2.2.1 Respect for Human Rights

The supplier shall respect and protect internationally recognised human rights and shall, in particular, align its actions with the United Nations Guiding Principles on Business and Human Rights.

Producers in high-risk countries, as defined by Amfori BSCI, present a higher risk of human rights violations. It is therefore necessary to comply with and confirm compliance with the requirements of Amfori BSCI (or equivalent standards, such as Sedex). The supporting audit report should not be more than 3 years old.

Suppliers who source raw materials from high-risk countries must also require this evidence.

2.2.2 Protection against child labour and forced labour

The supplier shall not tolerate any form of forced or child labour. They are obliged to comply with the applicable labour laws.

As a minimum, the ILO Core Labour Standards must be observed. Children of school age (under 16 years) must not be employed, even if the legal requirements of the respective country in the supply chain would permit it.

Employees must be able to terminate their employment voluntarily, subject to reasonable notice periods.

Within our value chain, in the event of breaches by suppliers, we require them to rectify the situation immediately and comply with the requirements; in the event of continued non-compliance, we will consistently terminate the supply relationship.

2.2.3 Prohibition of Discrimination and Equal Opportunities

Any form of discrimination is strictly prohibited. The supplier shall ensure equal treatment and equal opportunities regardless of nationality, ethnic origin, age, gender, sexual orientation, marital status, pregnancy, disability, religion, belief or any other characteristics protected by law.

2.2.4 Prohibition of Harassment and Abuse

Employees must be treated with dignity and respect. Bullying, intimidation, threats, physical violence, psychological abuse, sexual harassment, and offensive or degrading behaviour will not be tolerated.

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2.2.5 Working Hours and Remuneration

The supplier shall comply with all applicable regulations regarding working hours, rest periods, overtime, minimum wages and social security benefits. Remuneration must meet at least the statutory requirements.

2.2.6 Freedom of Association

The supplier shall respect the right of employees to freedom of association, the formation of employee representative bodies and collective bargaining, insofar as this is legally permissible.

2.3 Health and Safety at Work

The supplier shall ensure safe and healthy working conditions. This includes, in particular, risk assessments, health and safety measures, emergency preparedness, regular training, the provision of personal protective equipment, and the prevention of work-related health risks. The applicable health and safety regulations must be always complied with.

2.4 Product Safety and Quality

The supplier shall ensure compliance with all product safety and food law requirements. Where applicable, the supplier undertakes to implement effective HACCP-based systems, ensure product traceability, carry out effective allergen management, and provide support in the event of product recalls and crises. Any potential quality or product safety risks must be reported to the Hans Freitag Group without delay.

2.5 Environmental and Climate Protection

The supplier undertakes to use natural resources responsibly. In particular, the supplier is expected to comply with all environmental legislation, prevent environmental pollution, reduce emissions, use energy and water sparingly, minimise waste, promote the circular economy and recycling, and continuously improve environmental performance.

2.5.1 Climate Protection and Energy Efficiency

The supplier shall take appropriate measures to improve energy efficiency, reduce energy consumption, minimise greenhouse gas emissions and increase the use of renewable energy.

2.5.2 Biodiversity and Deforestation

Biodiversity maintains the balance of ecosystems, safeguards the livelihoods of many species and provides essential resources such as clean water, air and food. The supplier is therefore required to minimise negative impacts on ecosystems and biodiversity and, in the case of relevant raw materials (in particular palm, cocoa, soya and timber), to comply with the requirements for deforestation-free supply chains.

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2.6 Data Protection and Confidentiality

The supplier shall protect confidential information and personal data appropriately. The supplier undertakes to comply with applicable data protection laws, to protect against unauthorised access, to implement appropriate IT security measures and to treat all business and operational information as confidential.

2.7 Risk Management

The supplier undertakes to appropriately communicate the requirements of this Supplier Code of Conduct throughout its supply chain. It shall establish suitable procedures to identify, assess and minimise risks relating to human rights, working conditions, the environment and corruption.

The supplier shall assist in the investigation and resolution of incidents relating to human rights, the environment or product safety.

Should so-called 'zero-tolerance' cases (fundamental, intolerable breaches of human rights and environmental standards) arise, the supplier is obliged to notify us of such cases without delay and to initiate appropriate remedial measures.

2.8 Reporting of breaches

The supplier shall establish appropriate processes to enable employees and other affected parties to report actual or suspected breaches of the law or the requirements of this Code confidentially and without fear of reprisal. Reprisals against whistleblowers are prohibited.

2.9 Consequences of breaches

The supplier shall provide appropriate evidence upon request.

We reserve the right to carry out risk-based reviews or audits.

If breaches are identified, the supplier is obliged to implement appropriate corrective measures. Serious or repeated breaches of this Supplier Code of Conduct may – following an unsuccessful request for remedial action – lead to the restriction or termination of the business relationship.

3. Relevant documents

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