



# Huyser Moller Supplier Code of Conduct

## Introduction

Huyser Möller B.V. Supplier Code of Conduct (the “Code”) encourages Huyser Möller B.V. Supplier and Vendors to create and promote commitment to responsible production and business principles.

The purpose of the Code is to ensure that the Supplier and their subcontractors of Huyser Möller B.V. supply services and products in an ethical manner and in accordance with internationally recognized minimum standards on human rights, labour and the environment. The Code is founded on the conventions of the International Labour Organisation (ILO) and the United Nations Universal Declaration of Human Rights and embedded in frameworks such as the OECD Due Diligence Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights (UNGPs) and the Ten Principles of the UN Global Compact.

Acceptance of and compliance with the Code form an essential part of doing business with Huyser Möller B.V. The aim of the Code is to promote and help our Supplier improve business conduct, social and environmental standards.

Huyser Möller B.V. will review this Code on a regular basis and will amend it when necessary. The Supplier will be informed on any important changes.

## Scope

This Supplier Code of Conduct articulates a minimum set of mandatory requirements which applies to all Suppliers and their employees, agents and subcontractors providing products, materials, expertise and related services to Huyser Möller B.V., including their parent, subsidiary or affiliate entities (collectively referred to as “Suppliers”)

## Application

By signing the Code, the Supplier are, within their sphere of influence, committed to acknowledge the social and environmental standards laid down in this Code and to take appropriate measures by securing relevant corporate policies and management systems to ensure that the requirements of the Code can be met.

The Supplier shall be responsible for establishing a system to ensure that their agents, subcontractors and Supplier comply with the requirements of this Code.

Huyser Möller B.V., in its sole discretion, reserves the right to not initiate, to suspend or to terminate its relationship with a Supplier if the Supplier refuses to consent to the Supplier Code of Conduct or to take the appropriate steps to come into compliance with the Supplier Code of Conduct.

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## 1 Legal Compliance

- 1.1 The Supplier must in all matters comply with all applicable national and international laws, regulations and industry standards.

## 2 Corruption and Bribery

- 2.1 Business should be conducted in accordance with the highest ethical standards and to have robust *control systems* in place that prohibit and detect the misuse of company assets, corruption, bribery, improper gifts, extortion, embezzlement and even the appearance of conflicts of interest.
- 2.2 Supplier should maintain a culture of honesty, integrity and opposition to fraud and corruption
- 2.3 Bribes must not be offered, given, accepted, promised, condoned, be demanded, or knowingly benefited from.

## 3 Privacy and information security

- 3.1 Suppliers are to comply with applicable privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.
- 3.2 The Supplier shall treat any information received from another Party, including any reported data, internal policies and training documents, as confidential. Confidentiality obligations do not apply where disclosure may be required by law or by governmental authorities, or if information has already been made public elsewhere.
- 3.3 Suppliers must be transparent in the purposes and processes for any data collection, data use and processing or data sharing
- 3.4 Suppliers should ensure that personal data is protected and stored and processed in a secure manner therefore Suppliers are encouraged to implement their own Data Protection Policy.

## 4 Risk Management

- 4.1 The Supplier should establish and operate a system of risk oversight and management to identify, assess, monitor and manage business, social and environmental risks related to the conduct of their own activities.



## **5 Product Quality and Food Safety**

- 5.1 Products and services are delivered to meet the specifications and quality and safety criteria specified in the relevant contract documents and are safe for their intended use.
- 5.2 Safeguard Product authenticity and transparency through the use of constant record keeping, enabling traceability.
- 5.3 The Supplier shall exercise due diligence when designing, manufacturing, and testing products. This is to protect against product defects which could harm the life, safety or health of people likely to be affected.

## **6 Sustainability**

- 6.1 Business is conducted in a manner which embraces sustainability and reduces environmental impact. Suppliers are encouraged to adopt operating practices, farming practices and agricultural production systems that are sustainable, hereby recognizing that environmental health, social equity and economic vitality are interconnected and lead to development that meets the needs of the present without compromising the ability of future generations to meet their own needs<sup>1</sup>.
- 6.2 The Supplier is encouraged to continuously strive towards improving the efficiency and sustainability of its operations and move beyond mandatory requirements.

## **7 Traceability**

- 7.1 We expect Suppliers as a best practice to be capable of disclosing potential sources of primary origin associated with the products or services provided to Huyser Möller B.V.
- 7.2 The supplier should at a minimum keep records on direct or first-tier suppliers and should show continuous improvement in traceability levels aiming for traceability back to harvesting location associated to all deliveries made to Huyser Möller B.V.

## **8 Forced Labour and Freedom of Movement**

- 8.1 Work is conducted on a voluntary basis, the Supplier must not participate in, or benefit from, any form of forced labour including bonded labour, forced prison labour, slavery, servitude, or human trafficking.

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<sup>1</sup> UN World Commission on Environment and Development



- 8.2 Suppliers must ensure workers have freedom of movement during the course of their employment.
- 8.3 The Supplier must not withhold any part of any personnel's salary, benefits, property or documents (e.g., travel documents, identity cards) in order to force such personnel to continue working for them.
- 8.4 Workers are free to leave their employer after reasonable notice without penalty.
- 8.5 When recruiting workers, Supplier should apply the Employer Pays Principle, meaning no recruitment fees and related costs should be charged to workers at any stage of the recruitment process..
- 8.6 The Supplier conducts due diligence on commodities associated with forced labour in its supply chain.

## 9 Child Labour and Young Workers

- 9.1 The Supplier must not engage, nor benefit from, the use of *child labour*.
- 9.2 All legal limitations on the employment of persons below the age of 18 years must be followed.
- 9.3 Every *child*<sup>2</sup> should be protected from exploitation and from performing any work that is likely to be hazardous or to interfere with the *child's* education, or to be harmful to the *child's* health or physical, mental, spiritual, moral or social development.
- 9.4 Suppliers should have documentation on legal proof for date of birth of all workers and a labour force register is maintained.
- 9.5 Young persons under 18 shall never be employed at night or in hazardous conditions
- 9.6 Huyser Möller B.V. does support all forms of legal youth employment, including the development of legitimate workplace apprenticeship programs for the educational benefit of young people and we encourage the Supplier herein.
- 9.7 The Supplier ensures a *child* protection and safeguarding approach across all its operations and supply chains.

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<sup>2</sup> Definition follows the UN Convention on the Rights of the Child (1989): "For the purpose of this present Convention, a child means every human being below the age of 18 years unless, under the law applicable to the child, majority is attained earlier"



- 9.8 We strongly encourage the Supplier to develop or participate in and contribute to policies and programmes which provide for the transition of any *child* found to be performing *child labour* to enable her or him to attend and remain in quality education until no longer a *child*.
- 9.9 The Supplier conducts due diligence on commodities associated with *child labour* in its supply chain, meaning assessing and addressing the risk of *child labour* where the risk of *child labour* has been identified.

## 10 Remuneration

- 10.1 The Suppliers shall comply with legal minimum standards or industry benchmark standards concerning wages and benefits.
- 10.2 Written and understandable information shall be provided by the Suppliers to all workers regarding their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 10.3 Deductions from wages must never be used as a disciplinary measure. All disciplinary measures shall be recorded.
- 10.4 Wages and benefits are paid on time.

## 11 Freedom of Association and Collective Bargaining

- 11.1 Unless prevented by governmental policies or norms, the Supplier should grant their workers the right to Freedom of Association and Collective Bargaining.

## 12 Workplace Health and Safety

- 12.1 The Supplier shall ensure that its workers are offered a safe and healthy working environment in compliance with *applicable laws*, regulations and industry standards, including, but not limited to, protection from fire, accidents and toxic substances.
- 12.2 Adequate health and safety policies and procedures must be established and followed to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 12.3 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

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- 12.4 The Supplier shall ensure the workers are provided with protective equipment necessary for them to perform their tasks safely.
- 12.5 Access to clean toilet facilities and to potable water, and if appropriate, sanitary facilities for food storage shall be provided by the Supplier.
- 12.6 Accommodation, if provided by the Supplier, shall conform to the same requirements.

### **13 Working Hours**

- 13.1 The Suppliers shall ensure that the work-week is limited to 48 hours, unless otherwise stated in *applicable laws*, regulations or industry standards.
- 13.2 Overtime shall be voluntary, infrequent, and shall always be compensated at a premium rate.
- 13.3 Employees are entitled to at least one day off per week, and shall be given reasonable breaks while working and sufficient rest periods between shifts.

### **14 Harsh or inhumane treatment**

- 14.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

### **15 Non-discrimination/ Equal opportunities**

- 15.1 The Suppliers shall not engage in or support discrimination on the basis of race, colour, gender, language, religion, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, family responsibilities, age, and disability or other distinguishing characteristics.
- 15.2 The Suppliers shall treat all personnel with dignity and respect. The Suppliers shall not engage in or tolerate the use of corporal punishment, mental or physical coercion or other forms of abuse of personnel.
- 15.3 It must not be required that female employees are subjected to mandatory pregnancy tests.
- 15.4 It must not be required that employees are subjected to mandatory HIV/AIDS tests



## 16 Environment

- 16.1 The Supplier operations should fully comply with all federal and local environmental laws and regulations when conducting business, including those related to waste disposal, hazardous waste, greenhouse gas emissions, waste water and toxic substances.
- 16.2 The Supplier is to demonstrate good stewardship of the environment while working to reduce the environmental impacts of its operations
- 16.3 The Supplier ensures that its production, sourcing and financial investments do not cause or contribute to loss of forested (*deforestation*) and non-forested natural ecosystems through the *conversion* to agriculture, tree plantations, livestock or other land uses. Whereby the *cutoff date* is set at 31 December 2020.
- 16.4 The Supplier should not source from National Parks and/or Reserves.
- 16.5 Suppliers are encouraged to implement their own No *Deforestation* Policy and commitments to protecting High Conservation Value and High Carbon Stock areas to promote the effective restoration and long-term conservation of protected areas.
- 16.6 The Supplier conducts due diligence on commodities associated with deforestation in its supply chain.
- 16.7 The Supplier ensures land rights of communities, including indigenous peoples, will be protected and promoted and all negotiations with regard to their property or land, including the use of and transfers of it, adhere to the principles of *free, prior and informed consent (FPIC)*, contract transparency and disclosure

## 17 Grievances, Complaints and Allegations

- 17.1 The Supplier must ensure clear processes and procedures for dealing with allegations and complaints internally or from third parties, including analysing the nature of the allegation or the complaint, escalating issues within the company or with relevant authorities as required, protecting the identities of complainants, and communicating the process and outcome of any investigation triggered
- 17.2 Complainants who speak up in good faith are protected by the Supplier from retribution, retaliation and reprisal.
- 17.3 Where the Supplier has not fulfilled their commitments, or where the Supplier has caused or contributed to adverse human impact or environmental impacts, directly or indirectly the Supplier should provide for or cooperate in the remediation of any associated harms.

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## 18 Monitoring and Evaluation of the Code

- 18.1 Huyser Möller B.V reserves the right to verify the Supplier's compliance with the Code by requesting Suppliers to complete self-assessments, disclose relevant policies or procedures, or to be subject to announced and unannounced on-site direct and/or third-party *audits* or evaluations of the Supplier's facilities. Suppliers will therefore keep all information necessary to document their compliance with this Code.
- 18.2 In case Huyser Möller B.V becomes aware of any actions or conditions not in compliance with the Code Huyser Möller B.V reserves the right to demand corrective measures or terminate its business relationship with the Supplier if corrective measures are not followed up.

## 19 Notification on breaches of this Code including Grievances addressed at Huyser Möller

- 19.1 Any failure to comply with this Code (including any failure by a worker of Huyser Möller B.V or anyone acting on behalf of Huyser Möller B.v) of which the supplier is aware should be reported to Huyser Möller B.V as soon as possible. Failure to do so will be a breach of this Code.
- 19.2 Suppliers, their Employees, workers or contractors may report actual or suspected breaches of this Code or other grievances to Huyser Möller B.V by phone or online ([grievances@huysermoller.nl](mailto:grievances@huysermoller.nl)). Reports can be submitted confidentially and anonymously (where permitted by law).





## Supplier Compliance Declaration

We, the undersigned, hereby confirm:

1. That we comply with all *applicable laws* in the country or countries in which we do business
2. That we have received and taken due note of the version 2022-4 of the Huyser Möller B.V. Supplier Code of Conduct (the "Code") and commit ourselves to fully comply with its principles and requirements.
3. That we effectively communicate the content of the Code to our employees, agents, subcontractors and Suppliers and ensure all measures required are implemented accordingly.
4. That adequate and effective management systems, policies, procedures, financial documentation and training are in place or will be put in place within a reasonable timeframe to ensure ongoing compliance with this Code.
5. That we understand that Huyser Möller B.V. reserves the right to *audit* your operations, records, policies, and procedures of the aforementioned entities to monitor compliance to this Code
6. That we understand that if we fail to implement the recommended corrective action plans and do not remedy any act of non-compliance in a timely manner, Huyser Möller B.V. may, in its sole discretion and without any further obligation to us, suspend purchases, refuse to take delivery under any purchase order and return any goods or services from us until the corrective actions have been implemented, or may terminate its business relationship with us if corrective actions are not implemented.

The compliance declaration must be signed by a duly authorized representative of the company and returned to the assigned Huyser Möller B.V. contact within 14 working days of receipt.

Signature: \_\_\_\_\_

Name/Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company  
Address: \_\_\_\_\_

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## Appendix A: References

With respect to **Human Rights**: [\*United Nations Universal Declaration of Human Rights \(UDHR\)\*](#)

With respect to **Child Rights**: [\*United Nations Convention on the Rights of the Child \(UNCRC\)\*](#)

With respect to **Corporate Sustainability**: [\*The Ten Principles of the UN Global Compact\*](#)

With the adoption in June 1998 of the ILO Declaration on Fundamental Principles and Rights at Work all 174 ILO member states have an obligation, regardless of ratification, to respect, promote and realise the principles contained in the core **ILO Conventions**. These eight fundamental Conventions comprise of:

1. [Freedom of Association and Protection of the Right to Organise Convention, 1948 \(No. 87\)](#)
2. [Right to Organise and Collective Bargaining Convention, 1949 \(No. 98\)](#)
3. [Forced Labour Convention, 1930 \(No. 29\) \(and its 2014 Protocol\)](#)
4. [Abolition of Forced Labour Convention, 1957 \(No. 105\)](#)
5. [Minimum Age Convention, 1973 \(No. 138\)](#)
6. [Worst Forms of Child Labour Convention, 1999 \(No. 182\)](#)
7. [Equal Remuneration Convention, 1951 \(No. 100\)](#)
8. [Discrimination \(Employment and Occupation\) Convention, 1958 \(No. 111\)](#)

### Relevant Implementation **Support and Guidance**:

- UN Guiding Principles on Business and Human Rights: [Guiding Principles for Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework | UN Global Compact](#)
- OECD-FAO Guidance on responsible Agricultural Supply chains <https://www.oecd.org/daf/inv/investment-policy/rbc-agriculture-supply-chains.htm>
- OECD Due Diligence Guidance for Responsible Supply Chains: <https://www.oecd.org/investment/due-diligence-guidance-for-responsible-business-conduct.htm>
- USDOL Comply Chain: <https://www.dol.gov/ilab/complychain/>
- Accountability Framework: [Home | Accountability Framework \(accountability-framework.org\)](http://accountability-framework.org)
- Ethical Trade Initiative (ETI) base code: [ETI Base Code | Ethical Trading Initiative \(ethicaltrade.org\)](http://ethicaltrade.org)
- Responsible sourcing tool : <https://www.responsiblesourcingtool.org/>
- Verité: <http://www.verite.org>



## Appendix B: Definitions<sup>3</sup>

### Applicable law:

National and ratified international laws that apply in a given context or situation.

- National laws include the laws and regulations of all jurisdictions within a nation (local, regional, and national).
- International laws to which nations have acceded are also considered as applicable law

### Audit/Auditing:

Systematic and documented process for obtaining records, statements of fact, or other relevant information and assessing them objectively to determine the extent to which specified requirements are fulfilled.

### Child:

Every boy and girl under the age of 18. The UN Convention on the Rights of the Child (1989) says: “For the purpose of this present Convention, a child means every human being below the age of 18 years unless, under the law applicable to the child, majority is attained earlier” (article 1).

### Child Labour (ILO Convention 138):

Work that deprives children of their childhood, their potential, and their dignity, and that is harmful to their physical and mental development. International standards set the general minimum age for admission to employment or work at 15 years (13 for light work) and the minimum age for hazardous work at 18 (16 under certain strict conditions). They provide for the possibility of initially setting the general minimum age at 14 (12 for light work) where the economy and educational facilities are insufficiently developed.

- Hazardous work is work which, by its nature or the circumstances in which it is carried out, is likely to jeopardise the health, safety, or morals of young persons.
- Children between the ages of 13 and 15 years old may do light work, as long as it does not harm their health or development, or hinder their attendance at school or participation in vocational orientation and training.

### Control System:

A system for assessing and managing the attributes of raw materials or products at their place of production and/or as they move through a supply chain. Control systems include certification programmes, systems of government regulation and enforcement (including moratoria), jurisdictional management systems, trader- and buyer-managed control systems, and commercial systems

### Conversion:

Change of a natural ecosystem to another land use or profound change in a natural ecosystem’s species composition, structure, or function.

- Deforestation is one form of conversion (conversion of natural forests).
- Conversion includes severe degradation or the introduction of management practices that result in a substantial and sustained change in the ecosystem’s former species composition, structure, or function.

<sup>3</sup> Source: [Accountability Framework](#) unless indicated otherwise



- Change to natural ecosystems that meets this definition is considered to be conversion regardless of whether or not it is legal

**Cutoff date** (related to no-deforestation and no-conversion commitments):

The date after which deforestation or conversion renders a given area or production unit non-compliant with no-deforestation or no-conversion commitments, respectively.

**Deforestation:**

Loss of natural forest as a result of: i) conversion to agriculture or other non-forest land use; ii) conversion to a tree plantation; or iii) severe and sustained degradation.

- This definition pertains to no-deforestation supply chain commitments, which generally focus on preventing the conversion of natural forests. y Severe degradation (scenario iii in the definition) constitutes deforestation even if the land is not subsequently used for a non-forest land use.
- Loss of natural forest that meets this definition is considered to be deforestation regardless of whether or not it is legal.
- The Accountability Framework's definition of deforestation signifies "gross deforestation" of natural forest where "gross" is used in the sense of "total; aggregate; without deduction for reforestation or other offset."

**Due diligence:**

A risk management process implemented by a company to identify, prevent, mitigate, and account for how it addresses its financial, legal, environmental and social risks and impacts in its operations, supply chains, and investments.

**Forced or compulsory labour (ILO Convention 29):**

all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily.

- Examples of involuntary work:
  - Unfree recruitment at birth
  - Unfree recruitment<sup>4</sup> through transaction such as slavery or bonded labour
  - Situations in which the worker must perform a job of different nature from that specified during recruitment without a person's consent
  - Abusive requirements for overtime or on-call work that were not previously agreed with the employer
  - Work in hazardous conditions to which the worker has not consented, with or without compensation or protective equipment
  - Work with very low or no wages
  - Work for other employers than agreed
  - In degrading living conditions imposed by the employer, recruiter, or other third-party
  - Work for longer period of time than agreed
  - Work with no or limited freedom to terminate work contract

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<sup>4</sup> [Verité](#)



- Examples of threat or menace of penalty:
  - Threats or violence against workers or workers' families and relatives, or close associates
  - Restrictions on workers' movement
  - Debt bondage or manipulation of debt
  - Withholding of wages or other promised benefits
  - Withholding of valuable documents (such as identity documents or residence permits)
  - Abuse of workers' vulnerability through the denial of rights or privileges, threats of dismissal or deportation

### **Free, Prior and Informed Consent (FPIC):**

A collective human right of indigenous peoples and local communities to give and withhold their consent prior to the commencement of any activity that may affect their rights, land, resources, territories, livelihoods, and food security. It is a right exercised through representatives of their own choosing and in a manner consistent with their own customs, values, and norms.

### **Grievance mechanism:**

Any routinised process through which grievances concerning business-related negative impacts to human rights or the environment can be raised and remedy can be sought.<sup>18</sup> y Grievance mechanisms may be State-based or non-State-based and they may be judicial or non-judicial.

### **Human trafficking:**

The recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery, or practices similar to slavery, servitude, or the removal of organs.

### **Non-compliance:**

The state of not complying with or fulfilling (or only partially complying with or fulfilling) a given law, standard, commitment, or target. In the context of the Accountability Framework, non-fulfilment of voluntary commitments, non-compliance with applicable law, and adverse impacts to internationally recognised human rights are all considered instances of non-compliance.

### **Remediation and remedy:**

Terms used interchangeably or in combination with one another to refer to both the process of providing redress for a negative impact and the substantive outcomes that can counteract, or make good, the negative impact. These outcomes may take a range of forms such as apologies, restitution, rehabilitation, restoration, financial or non-financial compensation, and punitive sanctions (whether criminal or administrative, such as fines), as well as the prevention of harm through, for example, injunctions or guarantees of non-repetition.

### **Traceability:**

The ability to follow a product or its components through stages of the supply chain (e.g., production, processing, manufacturing, and distribution).

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