



Supplier Code of Conduct

Version 2023

Introduction

European Spice Services NV and China Spice Services Ltd specialize in the sourcing and distribution of food-safe, traceable, and sustainably sourced AD Vegetables, Spices, and Herbs from their origins.

We are dedicated to contributing to the UN Sustainable Development Goals by offering high-quality products, comprehensive supply chain solutions, and in-depth product and market expertise, with sustainability at the heart of our business model.

This commitment means that we conduct our business responsibly, ensuring our operations positively impact the people and environment connected to them. Our 2030 Sustainability Strategy outlines the vision we strive to achieve.

To accomplish our strategy, we must continually advance our operations and relationships with our partners. To this end, we have established three pillars and a set of values to guide our activities and foster transparent, accountable collaboration with our suppliers.

Our Supplier Code of Conduct outlines the values and standards we uphold, and we require our suppliers to meet these expectations. This ESS/CSS policy applies to all our suppliers, whom we define as any company or individual providing goods or services to ESS/CSS, from the origin to the product's destination.

Moreover, we expect our suppliers to ensure their own suppliers and key stakeholders, starting at the farm level, also comply with the values and standards encompassed by this code of conduct.

As such, we exclusively cooperate with reliable partners who share our values and ethics, taking concrete action to improve operations throughout the entire supply chain. This commitment is fundamental to our assessments and selections of suppliers.

This code of conduct has been developed using international conventions, standards, and principles as references. These are listed and accessible in the document's references section.

For any questions related to this document, please reach out to Dannely Carvajal Martinez, ESS & CSS Sustainability Manager (dannely@spices.be).

This document has been approved by:

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This code of conduct is applicable from March 2023, and it replaces all its previous versions.

european spice services

food safe herbs & spices from source country

china spice services

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2. ESS & CSS principles and values per thematic area

2.1 Business practices



2.1.1 Compliance with National Law and regulations

The supplier adheres to all applicable laws and regulations in the country in which it operates. Additionally, the supplier complies with relevant international laws and regulations, ensuring alignment with the principles of responsible business, fair competition, sustainable trade, anti-trust, and data protection, as outlined in guidelines such as the United Nations Guiding Principles on Business and Human Rights.



2.1.2 Anti-Corruption

The supplier prohibits any form of corruption, extortion, bribery, or embezzlement. The supplier must never, directly, or indirectly, offer or promise any advantage to obtain or retain business or engage in any other improper practice with a third party.

Suppliers shall never arrange or accept bribes or kickbacks to benefit their own or a third party's business.

ESS & CSS employees or representatives may accept courtesy gifts for a maximum estimated value of \$50 USD, excluding money, in line with ethical practices. A courtesy gift must never be intended to gain unfair advantage or influence business decisions between the supplier and ESS/CSS.



2.1.3 Conflict of Interest

The supplier commits to disclosing any situation that may appear as a conflict of interest to ESS & CSS, allowing ESS/CSS to take appropriate action. If a supplier identifies any beneficial interest from an ESS/CSS employee or representative towards their business or any economic ties, they must immediately report the situation using the ESS Website (Report-a-concern) and/or the email ombudsdienst@spices.be.



2.1.4 Confidentiality and data protection

The supplier is committed to safeguarding all confidential information and ensuring the protection of ESS and CSS privacy and intellectual property rights. The supplier is dedicated to processing data in accordance with national laws and adhering to the General Data Protection Regulation (GDPR1) of the European Union.

¹ General Data Protection regulation guidelines, accessible [here](#)



2.2. Labour



2.2.1 Respect of Human Rights

The supplier treats all individuals involved in its operations, workforce, and the communities in which it operates with respect and dignity, consistently safeguarding human rights.

The supplier acknowledges and understands human rights, their definitions, and principles, as outlined in the International Bill of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.



2.2.2 Equal opportunities (no discrimination)

The supplier is committed to providing equal opportunities for all its employees and workforce, as well as individuals seeking employment. Everyone is given a fair and equitable chance to compete for appointment, promotion, transfer, and to pursue their career as effectively as others.

Employment decisions related to appointment, promotion, and career development are based on individual qualifications, performance, skills, and experience. In line with this, ESS & CSS do not condone any form of unlawful discrimination or vilification related to:

Age; Gender; Pregnancy and potential pregnancy; Race or National extraction, ethnic or ethno-religious background; Marital or domestic status; Medical record or disabilities, Trade union activity; Family status or caste; Political belief or activity; among others.



2.2.3 Protection of human integrity (no harassment or abuse)

The supplier is dedicated to safeguarding the mental, emotional, and physical well-being of its employees and workforce. As such, the supplier refrains from engaging in any form of abuse, intimidation, harassment, or degrading treatment.

The supplier has a clearly communicated conduct policy in place for employees and the workforce. If misconduct arises in the workplace, the supplier follows transparent, fair, and well-defined procedures to implement corrective actions.

Suppliers must not employ non-compliant sanctions, mental or physical coercion, or verbal abuse as corrective measures.



2.2.4 No Children involved (no Child Labour)

The supplier refrains from employing child labour and adheres to its national law regarding the minimum age for employment. In this policy, a **child** is defined as an individual under fifteen (15) years of age², unless national law mandates a higher age for compulsory school attendance or minimum working age, in which case the higher age shall apply.

² In accordance with the International Labour Organization's Minimum Age Convention. See appendix section.



The health, safety, and well-being of individuals under eighteen years old must always be protected. Those under eighteen (18) years of age should not be employed in night shifts or hazardous work environments or conditions³.

If any instances of child labour are identified within the supplier's operations and/or region, the supplier shall initiate or participate in a program that transitions the affected children from labour to quality education.



2.2.5 Work on a voluntary basis (No Forced or bonded Labour)

All work performed by employees and the workforce within the supplier's operations is conducted on a voluntary basis. The supplier must not engage in any form of forced or bonded labour and must not be associated with any human trafficking activities.

The supplier must ensure that employees, including temporary, seasonal, and migrant labour, as well as those provided by agencies, recruiters, or brokers, are not required to make deposits or payments to secure employment.

Employees should not be required to surrender their identification documents, such as passports, national identity cards, or any other valid identification documents.

Employees have the right to leave the supplier's premises after completing a standard workday and are free to terminate their employment, provided they give reasonable legal notice to the supplier.



2.2.6 Freedom of association and collective bargaining

The supplier must respect and uphold the right of employees to join an association or union and engage in collective bargaining, in accordance with national laws and regulations, as well as international references such as the International Labour Organization (ILO) Conventions No. 87 and No. 98.

In situations where the rights to freedom of association and collective bargaining are restricted by law, the supplier should facilitate alternative means to help its employees, workers, and workforce access these rights, ensuring they can freely express their concerns and seek representation without fear of retaliation.



2.2.7 Respecting and Supporting the Rights of Indigenous, Ethnic Minorities, and Tribal Peoples

The supplier is committed to respecting and supporting the rights of indigenous, ethnic minorities, and tribal peoples throughout their operations and business relationships.

Indigenous, ethnic minorities, or tribal communities are self-identified groups with historical continuity, who have developed on their territories. They are determined to preserve, develop, and transmit their territories and ethnic identity to future generations, in accordance with their own cultural patterns, social institutions, and legal systems.

³ Ibid



The actions taken by a supplier company to respect indigenous peoples' rights must be proportionate to the level of risk for adverse impact on those rights⁴.

Upon identifying the risk level, a supplier is advised to undertake at least one of the following actions: implement a policy, conduct due diligence, consult in good faith, obtain consent for projects, collaborate to remediate impacts, and/or establish a culturally appropriate grievance mechanism⁵.

Suppliers should remain committed to providing decent and equal working opportunities and conditions for indigenous, minority, and tribal peoples, which can help enhance skills and promote economic empowerment.

2.3 Working conditions



2.3.1 Health and Safety

The supplier is dedicated to providing a healthy and safe working environment for all its employees and workforce. To achieve this, the supplier clearly communicates procedures, conducts internal controls, and implements corrective and preventive measures when necessary.

A healthy working environment includes, but is not limited to, access to drinking water, improved sanitation, and good hygiene (WASH principles) across all facilities.

A safe working environment entails, but is not limited to, protecting employees and the workforce from work-related risks, preventing incidents and injuries, and maintaining a safety policy. When required, the supplier provides individual protective equipment and workwear to employees and the workforce free of charge.

The supplier's health and safety policies align with national laws and any additional subscribed regulations. The supplier possesses all required authorizations, licenses, and registrations needed to operate within its applicable jurisdictions.

If the supplier provides accommodation, it must adhere to the WASH principles and offer a safe, adequately sized, and well-ventilated resting space for its users.



2.3.2 Remuneration and Benefits

The supplier is committed to providing its employees and workforce with adequate and timely paid remuneration that supports a dignified life. Remuneration and social benefits meet or exceed national legal standards. Overtime work is compensated in addition to employees' regular remuneration unless otherwise agreed upon with the employee in writing.

All employees and workforce members receive a clearly written contract in a language they understand, outlining their income, wage conditions, and payment methods before starting

⁴ United Nations [Declaration](#) on the Rights of Indigenous people, page 11.

⁵ Ibid



employment. When necessary, the supplier is encouraged to verbally explain contractual conditions to its employees and workforce.

Employees and workforce members are guaranteed adherence to contractual standards and are provided with a work reference upon the conclusion of their employment.

Employees and workforce members receive a payslip or document that clearly displays the calculation of their remuneration and any deductions made. Deductions from wages as a disciplinary measure are not permitted.



2.3.3 Working Hours

The supplier establishes working hours, rest periods, and days off in compliance with the national legislation of the country in which they operate.

Overtime work should be voluntary, limited, and compensated according to national legislation.

Employees and workforce members are granted annual, sick, and maternity leave, as well as any other leave types mandated by national legislation.



2.3.4 Access to remedy

The supplier implements means (procedures, access channels, clear guidelines) for its employees and workforce to report alleged irregularities or potentially unlawful actions at the workplace, in accordance with international legislation and principles, such as the United Nations Guiding Principles on Business and Human Rights.

Employees and workforce members are guaranteed confidentiality (if desired) and protection from retaliation for such reports.

The supplier is committed to conducting timely investigations of all reports, adopting objective and fair resolutions, and establishing a monitoring procedure to prevent potential or similar risks from arising in the future.

2.4 Environment



2.4.1 Use of Natural Resources

The supplier is committed to the responsible management of natural resources, such as water, energy, soil, vegetation, and air quality, and strives to improve and/or reduce the impact of its operations on these resources. The supplier adheres to all applicable environmental laws, regulations, and international standards, such as the UN Global Compact to ensure responsible management of natural resources. The supplier also provides training and materials to its employees and workforce to ensure compliance.



2.4.2 Environmental management and measurement

The supplier has an environmental policy or guideline in place, aligned with international standards and guidelines to manage and, where possible, measure its environmental impact. ESS/CSS

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encourages suppliers to focus their measurement efforts on at least one of the following areas: water use and disposal; fertilizer and pesticide use; energy use (electricity, heating, cooling, fuels, etc.); greenhouse gas and other air emissions; land use; waste and losses.

The supplier is committed to recycling and reusing materials to manage waste, as well as adopting cleaner and, when possible, transition to more environmentally friendly technologies to improve its operations over time, in line with international best practices.



2.4.3 Biodiversity protection

The supplier is committed to protecting biodiversity, ecosystems, and forests in the areas where it operates, in accordance with international guidelines and frameworks, such as the Convention on Biological Diversity. If degradation of biodiversity, ecosystems, or forests has occurred, the supplier takes appropriate action to mitigate the damages and contributes to enhancing the resilience of these systems, following international best practices and guidelines for restoration and conservation.

4. Governance

4.1 Communicating this code of conduct

The supplier is responsible for communicating the contents of this Code of Conduct to its employees and workforce. The supplier commits to explaining their rights and duties, especially those aspects not covered by national legislation but required by this Code.

4.2 Inspections and Monitoring

ESS & CSS reserve the right to conduct audits at the supplier's premises and, when necessary, interview employees regarding respect for human rights and adherence to working regulations. ESS & CSS will monitor compliance with this Code of Conduct on an annual basis and review progress over time. Suppliers will be provided with assessment results and suggestions for improvement.

ESS & CSS expect their suppliers to fully comply with this Code of Conduct.

4.3 Reporting and compliance

The supplier should report any suspected breaches of this Code of Conduct they are aware of, using the ESS Website (Report-a-concern) and/or the email ombudsdienst@spices.be. Breaches may be reported by the supplier, any of its employees, workers, or contractors without fear of retaliation and in confidence. ESS/CSS will examine the concerns and discuss follow-up actions with the supplier or party involved in the report. In case of non-conformity with this Code of Conduct, ESS & CSS reserve the right to suspend any purchase from the supplier until corrective actions are implemented or to cease their relationship with the supplier if breaches persist over time.

5. References

The International conventions, standards and principles used to develop this code of conduct are listed below. We encourage our suppliers to use them as a source of information for their own programs and policies:

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- a. The United Nations Sustainable Development Goals.
- b. The Ten Principles of the United Nations Global Compact.
- c. The International Bill of Human Rights and the International Labour Organization's (ILO) declaration on Fundamental Principles and Rights at Work.
- d. The 8 fundamental conventions of the international Labour Organization (ILO), by topic:
 - i. Discrimination
 - Equal Remuneration Convention
 - Discrimination (Employment and Occupation) Convention
 - ii. Child Labour
 - Minimum Age Convention
 - Worst Forms of Child Labour Convention
 - iii. Forced Labour
 - Forced Labour Convention
 - Abolition of Forced Labour Convention
 - iv. Freedom of association
 - Freedom of Association and Protection of the Right to Organise Convention
 - Right to Organise and Collective Bargaining Convention
- e. United Nations Declaration on the Rights of Indigenous people.
- f. European Union, General Data Protection regulation guidelines.
- g. United Nations Climate Change, Climate neutral now initiative.
- h. Convention on Biological Diversity