

## GENERAL CONDITIONS - CARREFOUR

### 1. ACCEPTATION

1.1 . These general terms and conditions of purchase apply to orders placed by SA CARREFOUR BELGIUM (hereinafter CARREFOUR), whose registered office is located at 1930 Zaventem, The Corporate Village, Bayreuth Building, Da Vincilaan 3, bus 3, BCE 0448.826. 918 - RPM Brussels, acting where applicable on behalf of its affiliated companies within the meaning of Article 1:20 of the Companies and Associations Code, for the supply of goods and services (hereinafter "the Conditions"), without prejudice to the contractual provisions validly agreed and signed between CARREFOUR and the supplier. 1.2. These terms and conditions shall be deemed fully and unreservedly accepted from the moment of acceptance of the order by the supplier. Acceptance of the order shall take place at the time that execution of the order is commenced or by the express acceptance of the order by the supplier or, failing either, eight (8) days after dispatch of the order by CARREFOUR, if it is not disputed by the supplier within this period. All clauses and indications in the Purchase Order and in these Conditions shall be strictly interpreted. All other conditions on the Supplier's invoices and other documents shall be considered null and void. 1.3 The Supplier expressly waives the use of its own general conditions of sale, which may under no circumstances be invoked against CARREFOUR, unless CARREFOUR has agreed to them in writing. CARREFOUR's agreement may not be presumed if CARREFOUR does not reject the provisions communicated by the supplier. References to the supplier's general conditions on its invoices shall not affect this provision and shall in no way imply an implicit acceptance of the supplier's general conditions by CARREFOUR. 1.4 The Supplier shall be subject to an obligation of result for the performance of the order, in particular as regards deadlines, price and specifications of CARREFOUR.

1.5. CARREFOUR shall apply Belgian common law, except where expressly derogated from in these Conditions.

### 2. ORDER TERMS

2.1 Only orders placed by CARREFOUR via its standardised digital ordering system shall be valid (hereinafter "Order Form"). 2.2. It undertakes to provide the Services specified in the Order Form to any person who accepts them, in accordance with the terms of these Conditions. All orders must be made on the Order Form. No oral or written order will be recognised unless confirmed by an Order Form. An Order Form is valid only if signed by two authorised CARREFOUR signatories. 2.3. The time limits stated in the Purchase Order shall be binding and shall constitute an obligation of result for the Supplier, unless expressly stated otherwise. Where applicable, the time limits shall be calculated from the date of dispatch of the Purchase Order by CARREFOUR.

2.4. The Supplier undertakes to inform CARREFOUR in writing of any likely delay in the execution of the order. **3. PRICE - INVOICES - PAYMENT**

3.1 The price stated in the Purchase Order includes all costs, charges and taxes (including ecotaxes, packaging recovery, ....) applicable to the supply of goods or services, excluding VAT. The price is fixed for the entire duration of the execution of the Purchase Order.

3.2. The Supplier undertakes to issue all invoices related to the agreement, regardless of their nature, exclusively in the form of a structured electronic invoice within the meaning of article 53, §2bis of the VAT Code.

These invoices shall be issued, sent, and received in accordance with the Peppol Bis specifications (according to the European standards EN 16931-1 and CEN/TS 16931-2) or any other subsequent version approved by the competent authority.

Any corrective document (such as a credit note or debit note) relating to an invoice must be issued in the same structured electronic format and refer specifically and unambiguously to the original invoice. The sending of the invoices will take place via the Peppol network (Pan-European Public Procurement Online) resulting from the Belgian legislation (Law of 6 February 2024 and Royal Decree of 8 July 2025) transposing the European Directive 2014/55/EU on electronic invoicing.

The Supplier is solely responsible for the conformity of its electronic invoices with the legal and technical Peppol requirements. It undertakes to implement the necessary technical and organizational solutions for this conformity.

The Supplier undertakes to indemnify the Client against any loss, damage, cost, or expense that the Client may suffer as a result of a failure by the Supplier in its obligations regarding electronic invoicing and Peppol conformity. In the event of non-conformity of the electronic invoices with the Peppol requirements and the supplementary requirements provided for in this article, the Client reserves the right to refuse the invoice until the Supplier has corrected the errors or omissions.

In the event that the Supplier is not subject to the statutory or contractual obligation to use the Peppol system, and does not use it voluntarily, the Supplier shall send its original invoice, in PDF format, by email to [Carrefour\\_invest@europe.arco.biz](mailto:Carrefour_invest@europe.arco.biz). Each email will contain 1 invoice.

3.3. Invoices shall be prepared in accordance with applicable legislation, with one invoice per purchase order number and one invoice per place of delivery.

3.4. Each invoice shall also state the identity, registered office and company number of each of the parties, the purchase order number, the place of delivery and the services/goods delivered, the purchase order number, the amounts payable, the applicable

VAT and any mandatory disclosures, the number(s) of the delivery note(s). The duly validated receipt document and/or work order must be attached to the invoice.

3.5. CARREFOUR payments shall be made exclusively to the Supplier's bank account. Prior to any payment, the Supplier shall provide CARREFOUR with proof of ownership of the bank account into which payment is requested. CARREFOUR prohibits the assignment of claims against it and the assignment of invoices. CARREFOUR shall not accept bills of exchange drawn on it unless a written agreement for a bill of exchange for payment over 30 days has been concluded.

3.6. Any invoice which complies with these Conditions and which is not disputed by CARREFOUR within a reasonable period, i.e. at least until the due date of the invoice, shall be payable within 60 days of the invoice date. Interest on arrears and any compensation shall be due only after a notice of default has remained without effect and may not exceed those provided for in the Law of 2 August 2022 on combating late payment in commercial transactions.

3.7. Separate credit notes must be drawn up for end-of-year discounts.

3.8. All discounts and rebates stipulated by CARREFOUR must be deducted from the invoice. If the supplier offers a financial discount for early payment of its invoice, such discount shall be deducted from the payment by CARREFOUR if CARREFOUR decides to pay before the due date.

3.9. If debts and claims exist between the Supplier and CARREFOUR, CARREFOUR shall be entitled to set off such debts and claims, irrespective of their origin, and to invoke the right of retention or the plea of non-performance, as if all debts and claims arose from the same contractual obligation.

#### **4. DELIVERY OF THE GOODS**

4.1. The Supplier shall deliver the goods to CARREFOUR in accordance with the requirements of the Purchase Order and in accordance with applicable legislation, taking into account the intended use of the goods by CARREFOUR. Delivery must be made to the address stated on the Purchase Order. Delivery must be made on the date and at the time specified in . In the event of overrun, CARREFOUR shall have the option either to demand performance of the contract or to immediately and automatically release itself from its obligations.

In the event of failure to comply with CARREFOUR's instructions regarding transport or customs clearance, the delivery may be blocked or returned at the Supplier's expense.

4.2 On delivery, the Supplier shall provide CARREFOUR with a delivery note. The signing of this delivery note or any other document at the time of delivery shall only constitute proof of delivery and not acceptance. Acceptance of the goods shall take place only after inspection by a CARREFOUR representative. Discharge by the recipient applies only to the number of packages and their apparent condition. Before accepting the goods, CARREFOUR shall be entitled to inspect and test the goods for a reasonable period following delivery.

4.3. Any goods which do not meet the agreed conditions, and any parts which do not comply with the terms of the order and/or sample, may be rejected without prior notice.

4.4. Transfer of ownership only takes place at the time of delivery of the goods, notwithstanding any clause to the contrary and to the exclusion of other circumstances. If, as a result of any circumstances, payment of the invoice is made before delivery, such payment shall ipso facto constitute transfer of ownership, without prejudice to any approval. In the event of non-acceptance of the goods, the risk shall pass back to the supplier at the time when CARREFOUR notifies the supplier that the goods do not conform. In the event of return after payment of the invoice, the goods shall remain the property of CARREFOUR until reimbursement, regardless of whether a credit note has been issued to CARREFOUR.

4.5. Unless otherwise specified in the Purchase Order, the goods shall be delivered under the DDP INCOTERMS® 2020 regime at the place of delivery specified in the Purchase Order.

4.6. The Supplier undertakes to provide on delivery the following documents in Dutch and French full instructions for use of the goods, instructions for inspection and maintenance of the goods with a list of spare parts, information or instructions on safety devices and the EC conformity certificate, as well as, in general, all documents and information that must accompany the goods for correct and safe use, including those required under the Code for Well-being at Work and/or specific legislation (such as legislation on dangerous products, etc.).

4.7. The supplier shall guarantee CARREFOUR against any expulsion by third parties and against any costs or charges, as well as against any actions by third parties resulting from the general handling of the goods, in particular the sale, display for sale, keeping, storage or transport, if such handling constitutes a breach of these Conditions and warranties. 4.8. The supplier guarantees that the goods are free from visible or hidden defects, that they are in conformity with the order, with current technology and with all legal and administrative provisions and that they meet normal requirements of use, reliability and durability. Any adjustments or modifications to the goods to bring them into conformity shall be the responsibility of the supplier.

4.9. The Supplier shall provide a guarantee of at least two years on the goods delivered, from the acceptance of the goods by CARREFOUR. This guarantee shall entitle the Supplier, in the event of non-conformity, to repair or replace the goods supplied free of charge with equivalent goods, unless the Supplier proves that the defects in the goods were caused solely by

CARREFOUR. In the event of replacement of non-conforming goods delivered, a new two-year guarantee period shall commence upon acceptance by CARREFOUR of the replacement goods. Outside the two-year guarantee period, replacement parts shall be covered for a guarantee period of six months.

4.10. If it considers it necessary, for example in the event of an emergency or delay, CARREFOUR may repair the defects itself or have them repaired by a third party and recover its costs from the supplier, provided it has notified the supplier in advance.

## **5. WORKS AND OTHER SERVICES**

5.1. The supplier warrants that it has all permits, certificates and/or other documents necessary to perform its services as stated in the Purchase Order and that it has taken all legal steps required for its activity.

5.2. The Supplier warrants that it will perform its services with the best precautions, taking into account the instructions in the Purchase Order the best professional practices and rules of the art required in the industry all applicable laws and regulations, in particular safety regulations, labour law, social law and tax law where applicable, the health and safety rules specific to the activity of CARREFOUR where applicable, the internal regulations of the place where he performs his services. 5.3. The Supplier shall be obliged to provide CARREFOUR with advice and information. The Supplier must inform CARREFOUR

in writing of any event that may jeopardise the proper performance of the Services. The supplier shall actively cooperate with CARREFOUR to perform the Services.

5.4. The Supplier expressly undertakes not to act in the name and/or on behalf of CARREFOUR without its prior written consent. The Supplier undertakes not to take any action that would compromise CARREFOUR's responsibility and/or damage CARREFOUR's name or reputation. The supplier shall also ensure that all its employees, staff and subcontractors respect these same rules and practices for the services concerned and that they comply with these Conditions and assume a duty of discretion in relation to their services for CARREFOUR.

5.5. The Supplier undertakes to work only with qualified and competent technical personnel for the services concerned and with suitable equipment. At least one of the persons dispatched by the supplier to the sites of CARREFOUR or its franchisees who speaks and understands the language of the region of the said site shall be present during the performance of the services. 5.6. Before entering a branch of CARREFOUR or its franchisees, the supplier or its employee must report to the person in charge of the place where he will perform his services (manager, site manager, other...). Whenever work involving open fire is to be carried out, both inside and outside the sales area (e.g. roofing), a fire permit must be obtained from the same manager. 5.7. The supplier is responsible for leaving the premises clean and for disposing of all waste and packaging created during the performance of his services. Damage caused by the supplier to existing facilities shall be fully compensated by the supplier. 5.8. The supplier shall be fully liable for all damages caused during the performance of its services. Under no circumstances can the supplier limit or exclude its liability. The Supplier shall also be liable for the equipment and installations provided to him by CARREFOUR, which may only be used for the services ordered by CARREFOUR.

5.9. No additional costs or fees may be charged to CARREFOUR without prior written consent.

5.10. For services carried out at CARREFOUR, the Supplier shall draw up a work order detailing the work carried out, the materials and/or parts supplied and the hours worked. In this case, the Supplier's work order must be validly signed by the CARREFOUR representative (e.g. the manager of the shop where the services were performed) and include the stamp of the relevant branch. The work order shall contain the following information: description of the services performed, any findings, parts and materials used, travel expenses, duration and any comments. The work order shall be prepared in two copies, one for the CARREFOUR manager/shop concerned and one for the supplier and its invoice. If the supplier uses digital work orders with automatic transmission of the copy to the CARREFOUR representative, he shall guarantee the authenticity and originality of the work order at all times. The supplier undertakes to take all necessary measures to prevent fraud and forgery of signatures. The obligations regarding the content of the work order, as set out above, shall continue to apply.

5.11. For services performed at a location other than CARREFOUR's premises, the Supplier shall provide details of the services performed and ensure that it obtains from CARREFOUR's representatives all agreements required by custom (e.g. a print order or acceptance document)

5.12 The Supplier shall guarantee that all parts delivered and installed are new and free of hidden defects. The supplier guarantees that all defective parts will be repaired immediately or that the parts will be replaced immediately by the supplier at its expense.

5.13. To the fullest extent permitted by law, the non-contractual liability of Carrefour and/or its directors, employees, and direct or indirect shareholders in connection with the services covered by these general terms and conditions cannot be invoked by the supplier.

## **6. RECOGNITION**

The machines, tools and/or installations must comply with current Belgian and European legislation and with the European and/or

Belgian standards applicable to them (EN-NBN-CEBEC-BENOR- etc. or other more specific standards) and have obtained the required approvals. A copy of the approval certificates shall be sent to CARREFOUR. Acceptances or inspections prior to commissioning by an approved body, imposed by law or the regulations in force, shall be organised at the initiative and expense of the supplier.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. Developments, creations and other specific performances made at CARREFOUR's request shall be transferred in full and exclusively to CARREFOUR at the time they are made and shall remain the exclusive property of CARREFOUR for the full legal term of the intellectual/industrial rights to which they are entitled in each country and for the whole world, including all associated documents (e.g. technical sheets, specifications, 3D images).

7.2. Subject to the express and prior agreement of CARREFOUR, the Supplier shall be authorised to include CARREFOUR on its list of references for the entire duration of the performance and/or for a period of one month from the date of the last delivery. Nevertheless, CARREFOUR may at any time request the supplier to remove this reference, without justification and without compensation.

## **8. INSURANCES**

8.1. The supplier shall take out the necessary insurance to cover his civil and professional liability, including after delivery. He shall provide CARREFOUR with proof of such insurance on first request.

8.2. The Supplier shall insure the materials and products used for his performance and which are his property, with waiver of recourse against CARREFOUR.

## **9. TRANSFER**

9.1. The parties shall not be liable for the late performance of their obligations in the event of force majeure, i.e. circumstances beyond the control of either party which could not have been foreseen or avoided at the time the order was accepted. 9.2 In case of force majeure, the parties may, by mutual agreement and in writing, either dissolve the agreement by operation of law and without court intervention, or suspend the performance of the agreement during the period in which the force majeure continues.

9.3. On pain of forfeiture, the party wishing to invoke force majeure shall be obliged to immediately communicate the circumstances to the other party through its usual contact person, make every effort to limit the duration of these circumstances to the bare minimum and notify the other party as soon as the circumstances have ended.

9.4. If the circumstances last longer than fifteen (15) days, either party may, by registered letter, terminate the agreement by operation of law without any compensation being due.

## **10. CONFIDENTIALITY**

10.1. All information received directly or indirectly by the Supplier from CARREFOUR and/or its employees (including the existence and content of the Purchase Order and these Conditions) shall be strictly confidential. This confidentiality must be maintained for two (2) years after the execution of the Order.

10.2. Unless legally obliged to do so, the supplier shall not disclose such information to third parties and shall use it only for the execution of the Order. If the supplier is legally obliged to disclose information, to the extent not prohibited by law, it shall inform CARREFOUR and the parties shall agree on the form and content to be passed on to the third party. FIDELITY

## **ASSIGNMENT - SUBCONTRACTING**

11.1 The Supplier shall be prohibited from assigning or subcontracting all or part of its rights and obligations under the Purchase Order, whether free of charge or against payment, to third parties in any form whatsoever without CARREFOUR's prior written consent.

11.2. In all cases, the Supplier shall remain responsible for all services performed by its subcontractor as part of the performance of the Purchase Order.

## **12. INDEPENDENCE OF THE PARTIES**

12.1. Each party shall be considered as an independent company. Accordingly, nothing in the Purchase Order and/or these Conditions shall be construed as a legal or de facto partnership or as an association or any other form of subordination. Neither party may enter into commitments in the name and on behalf of the other party. Furthermore, each party remains responsible for its own actions, claims, undertakings, services and products.

12.2. The supplier shall be personally responsible for salaries, wages, bonuses, social contributions, paid holidays, management and in general for all social and fiscal obligations incumbent upon it in relation to its personnel. In this regard, the supplier shall declare and testify on his honour that the work is performed with employees employed in accordance with the provisions of social legislation. The supplier shall guarantee CARREFOUR against any recourse relating to the provisions of social legislation and shall undertake to bear the financial consequences that CARREFOUR may suffer in the event of a lawsuit and/or a settlement for non-compliance by the supplier with its obligations in respect of one of its employees. CARREFOUR shall refrain from any form of

intervention and, in general, from any form of authority or control over the aforementioned personnel. The supplier shall be solely responsible for the hierarchical management and control of its personnel, who shall be constantly placed under its legal and de facto dependence.

### **13. TERMINATION**

13.1. If the supplier fails to comply with any of its obligations under the Purchase Order or these Conditions and this default is not remedied within the period specified in the notice of default, CARREFOUR may terminate the order ipso jure and without judicial formality, without prejudice to any compensation and interest. The cancellation must be notified by registered letter. 13.2 Exceeding the agreed deadlines may justify the cancellation of the order by CARREFOUR.

13.3 In the event of termination of the order by CARREFOUR due to non-compliance by the Supplier with any of its obligations, the Supplier shall reimburse CARREFOUR for the sums already paid in proportion to the services actually performed.

13.4. Without prejudice to any compensation, both CARREFOUR and the supplier may terminate the order ipso jure, without legal formalities and with immediate effect in the event of the other party's bankruptcy, dissolution, liquidation or cessation of activity or other similar proceedings.

13.5. In the event of termination of the order, for any reason whatsoever, the supplier shall immediately, and no later than the effective date of termination, hand over to CARREFOUR all documents handed over to it by CARREFOUR in the context of the execution of the order, as well as all reports, studies, correspondence and documents and any element prepared or collected by the supplier during the execution of the order (including receipts).

13.6. In the event of all or part of the Supplier being taken over or transferred by a third party, insofar as such third party may exercise control over the Supplier within the meaning of Article 1:14 of the Companies Code, the Supplier shall undertake to inform CARREFOUR in writing within a maximum of ten (10) calendar days from the effective date of the takeover or transfer. CARREFOUR shall have the right to terminate the Purchase Order by giving 15 days' notice to the supplier by registered letter if (a) the supplier is acquired by a competitor of CARREFOUR; (b) such change of control would have a significant and material adverse effect on the Services; or (c) the change of control may pose a reputational or compliance risk to CARREFOUR.

### **14. NOTICE**

14.1 If any provision of these Terms is invalid or unlawful, such invalidity or unlawfulness shall not affect the validity of the remaining provisions of these Terms or the remainder of the relevant provision which is not contrary to mandatory law or public policy.

14.2 The invalid or unlawful provision shall be replaced, with the agreement of the parties, by a valid and lawful provision whose purpose and content are as close as economically and practically possible to those of the invalid or unlawful provision.

### **15. NON-PERFORMANCE**

In no event shall a party's failure to exercise any right, or failure or breach of any provision of these Terms and Conditions be deemed a waiver of that right or provision.

### **16. PERSONAL DATA**

The Supplier shall not process personal data, with the exception of CARREFOUR contact details required for the proper performance of the Service. In the event of other processing of personal data, the Supplier must inform CARREFOUR and obtain its consent before processing such data. In general, the supplier shall maintain and comply with appropriate technical and organisational security measures to protect CARREFOUR's personal data.

Under no circumstances will personal data be processed outside the European Union.

### **17. DISPUTES - APPLICABLE LAW**

17.1. The courts of Brussels shall have exclusive jurisdiction over any dispute relating to this order. Only Belgian law shall apply.

17.2. In the event of a dispute arising from the non-compliance with any of the obligations of the Order Form or these Terms and Conditions, the parties undertake to negotiate to resolve the problem amicably within a reasonable period of time before taking any legal action.

### **ANNEXES**

- (1) CARREFOUR Ethical and Social Charter
- (2) Security Charter - to ask to CARREFOUR
- (3) Compliance obligations

## **Annex 1 - CARREFOUR SOCIAL & ETHICAL CHARTER**

Responsible trade is at the heart of the Carrefour group's strategy. This commitment is reflected in its raison d'être adopted at the general meeting of shareholders on June 14, 2019: "Our mission is to provide our customers with quality services, products and food that is accessible to all across all distribution channels. Through the expertise of our employees, a responsible and multicultural approach, our broad territorial presence and our ability to adapt to production and consumption modes, our ambition is to be the leader of the food transition for everyone.

The Carrefour group's societal approach is based on the following three main components :

1. the respect for human rights;
2. the ethical and responsible conduct of its activities and
3. the respect for the environment.

The Carrefour group suppliers must subscribe to this approach by adhering to this ethical Charter and agreeing to comply with the principles stipulated in the following reference standards:

- the Universal Declaration of Human Rights;
- the United Nations (UN) Guiding Principles on Business and Human Rights;
- the International Labor Organization (ILO)'s fundamental conventions;
- the Organization for Cooperation and Development (OECD) Guidelines for Multinational Enterprises on Responsible Business Conduct;
- the United Nations Global Compact.

This Ethics Charter constitutes a minimum standard of good practices and a prerequisite for any contractual/commercial relationship with the Carrefour group.

It is applicable to any supplier of the Carrefour group (hereinafter the "Suppliers").

At all stages of the commercial relationship and regardless of their location, the Suppliers shall :

- respect the principles set out in this charter either by the direct application of the latter, or by the implementation of a charter or an ethical code establishing ethical principles equivalent to those stated in this charter;
- ensure compliance with local, national and international standards applicable in the countries in which the activities are carried out;
- guarantee their affiliated companies or subcontractors' compliance with these principles throughout the supply chain as part of the commercial relationship with the Carrefour group.

### **I- THE RESPECT FOR HUMAN RIGHTS AND WORKING CONDITIONS**

#### **1. Prohibiting forced labor and human trafficking**

1.1 The Suppliers prohibit any form of forced, compulsory or debt labor, including prison work and any form of modern slavery.

1.2 The Suppliers prohibit the withholding of identity documents (passports, identity cards, etc.) or the requirement workers to post deposits or financial guarantees.

1.3 The Suppliers shall not require from workers, as a prior condition to employment, the direct or indirect payment of recruitment costs or the payment of any deposit of any kind.

#### **2. Prohibiting child labor**

2.1 The Suppliers must comply with the international standards issued by the ILO concerning the work of children under 18 years of age. In particular, they prohibit the work of children under the minimum age imposed by the applicable local legislation for working or leaving school; this age may not, in any event, be less than 15 years of age, except for an exemption provided for by ILO Convention No. 182. In accordance with ILO Convention No. 182, the Supplier must not employ young workers under 18 years of age in conditions likely to harm their health, safety or morals.

2.2 The Suppliers must comply with all international standards issued by the ILO on child night work.

#### **3. Ensuring reasonable working hours**

The Suppliers shall respect local laws and regulations applicable to working hours and overtime and, if they are more favorable for employees, ILO standards should be applied.

#### **4. Ensuring decent remuneration**

4.1 The Suppliers commit to grant their employees a remuneration equal to or greater than legal minimums or if not, to the reference standards of the relevant sector of activity. In any case, this remuneration must be fair and adapted to local living conditions.

4.2 The Suppliers commit to grant all workers the benefits provided by the local legislations, including paid leave.

4.3. The Suppliers prohibit, as a disciplinary measure, any withholding of salary or any other type of deduction that is not provided for by local law.

#### **5. Respecting freedom of association and the right to collective bargaining**

5.1 The Suppliers must respect freedom of association and recognize the right to collective bargaining. They must in particular refrain from any interference or obstruction to the creation or membership of trade union organizations.

5.2 When the right to freedom of association and collective bargaining is restricted or prohibited by law, the Suppliers shall not hinder other forms of independent and free representation and negotiation of workers, in accordance with ILO conventions.

5.3 The Suppliers must not exercise discrimination, intimidation or pressure against worker representatives or trade unionists, nor penalize them in any way.

## **6. Guaranteeing workers' health and safety**

6.1 The Suppliers must establish and maintain a safe, healthy and secure working and accommodation environment. They must define and apply clear and detailed procedures as well as training to prevent, detect and mitigate any danger that would constitute a risk for the health, safety and hygiene of workers. The Suppliers must as a minimum comply with local and international legislation on this subject.

6.2 In particular, the Suppliers must provide adequate protection of buildings against fire, and must ensure the solidity, stability and safety of buildings and equipment, including accommodation premises when applicable.

6.3 The Suppliers are expected to ensure that work insurance is offered to all workers. It should cover medical care for work-related accidents and occupational diseases.

6.4 The Suppliers must provide all workers with access to clean toilets and drinking water.

## **7. Prohibiting discrimination, harassment and mistreatment**

7.1 The Suppliers shall not exercise, support or tolerate discrimination of any kind, in particular in matters of recruitment, remuneration, access to professional training, working conditions, promotion, dismissal or retirement, based on sex, age, religion, marital status, ethnic origin, illness, disability, pregnancy, migrant status, membership in workers' organizations, including trade unions, political affiliation, sexual orientation, or any other personal characteristics.

7.2 The Suppliers shall guarantee their employees a working environment that respects their dignity, where all forms of physical, sexual or psychological harassment, corporal punishment or any other form of mistreatment are strictly prohibited.

## **II- THE ETHICAL AND RESPONSIBLE CONDUCT OF ITS ACTIVITIES**

### **1. Ensuring product quality and safety**

1.1 The Suppliers must comply with local applicable laws and regulations regarding health and product safety. To this end, they are required to implement appropriate controls throughout their production, processing and distribution chain.

1.2 The Suppliers must comply with applicable laws and regulations regarding consumer information.

### **2. Respecting competition law**

2.1 The Suppliers must comply with competition law rules applicable in all countries in which their activities are carried out. In particular, they are prohibited from participating in any unfair practice (cartel, abuse of dominant position or concerted practices, etc.) having the consequence of hindering free competition.

2.2 The Suppliers must also avoid finding themselves in a situation of excessive economic dependence on Carrefour.

### **3. Fighting against corruption, money laundering and financing of terrorism**

3.1 The Suppliers must not accept any form of active or passive corruption, public or private.

The Suppliers especially refrain from granting any undue advantage in any form whatsoever to a private person or a public official.

3.2 The Suppliers must comply with the applicable laws and regulations to their activities in the prevention and fight against money laundering and financing of terrorism.

3.3 The Suppliers are expected to implement a compliance program designed to prevent corruption risks and adapted to the risks of their activities.

### **4. Preventing conflicts of interest and monitoring gifts and invitations**

4.1 The Suppliers are expected to avoid any potential or actual conflict of interest with people involved, directly or indirectly, in the purchasing process of products or services with the Carrefour group. When Suppliers face a risk of potential or proven conflict of interest, they must immediately inform their contact within the Carrefour group.

4.2 The Suppliers must ensure that gifts and invitations offered or received within the business relationship with the Carrefour group are authorized by applicable laws and regulations, match industry and customs practices and do not violate the internal policies of the beneficiary organizations.

### **5. Respecting intellectual property rights**

The Suppliers must comply with all international treaties and national laws in force regarding the protection of intellectual property rights, particularly with regard to trademarks and patents, and prohibits any act of counterfeiting.

### **6. Guaranteeing transparent and reliable information**

The Suppliers are expected to communicate transparent and reliable information, as part of their business relationship with the Carrefour group.

## **7. Guaranteeing confidentiality and prohibiting insider trading**

7.1 The Suppliers shall guarantee the confidentiality of non-public information communicated by the Carrefour group within the framework of their commercial relations.

7.2 The Suppliers must refrain from using privileged information obtained within the framework of its commercial relations with the Carrefour group in order to gain an advantage or to communicate it to third parties in order to speculate on the actions of the Carrefour group or its Suppliers.

## **8. Guaranteeing the Protection of Personal Data**

8.1 The Suppliers must comply with all standards applicable to the protection of personal data, especially the General Data Protection Regulation (GDPR) when applicable.

8.2 The Suppliers must ensure, throughout the duration of personal data processing activities, an adequate level of security and protection, including international transfers.

## **9. Ensuring Fiscal Ethics**

The Suppliers must comply with all fiscal rules, international conventions and sector tax standards applicable in the countries where their activities are carried out. The Suppliers must not practice deliberate tax evasion, nor facilitate it on behalf of others.

# **III- THE RESPECT FOR THE ENVIRONMENT**

## **1. Ensuring Environmental Compliance and Performance**

1.1 The Suppliers must respect international conventions and all applicable laws and regulations regarding environmental protection in the countries in which their activities are carried out. They must possess up-to-date and compliant administrative documents on all their locations (facilities, headquarters...).

1.2. The Suppliers are expected to implement procedures aimed at identifying and assessing the environmental risks linked to their activities as well as reasonable measures to avoid or reduce their impact on climate, biodiversity and resources in his supply chains particularly with regard to water, energy and waste.

1.3. The Suppliers must not use raw materials stemming from protected animals or plant species or from illicit practices. Any non-renewable natural resource must be managed as efficiently as possible.

1.4 The Suppliers commit to communicating to the Carrefour group the extra-financial data that would reasonably be requested from them in order to comply with the relevant applicable regulations (e.g. reduction of CO2 emissions, reduction of packaging volumes, etc.). They must be auditable at any time by a third party.

## **2. Preserving forests, primary vegetation and other remarkable ecosystems**

2.1 The Suppliers shall guarantee their production and/or supplies are not linked to deforestation and/or the conversion of forests, primary vegetation and other remarkable ecosystems.

2.2 The Suppliers shall respect the cut-off dates after which deforestation and/or conversion of forests and primary vegetation are considered non-compliant with the Carrefour group's commitments, in particular for palm oil, cattle breeding, soya, cocoa, coffee and wood.

## **3. Preserving marine biodiversity**

3.1. The Suppliers must minimize the impact of their activities on marine ecosystems.

3.2. For their supply of seafood, the Suppliers commit at their level (i) minimize the impact of fishing techniques used in their supply chain on marine ecosystems, in particular by ensuring that fishing techniques are adapted to the relevant species and geographical areas and (ii) limit the impact of aquaculture activities, particularly by the selection of foods used and by limiting discharges into the ecosystem.

## **4. Respecting animal welfare**

The Suppliers must comply with the regulations in force regarding animal welfare as well as to implement measures in their supply chain (breeding, transport and slaughter of animals) in favor of animal welfare. The Suppliers shall ban acts of cruelty towards animals.

## **5. Reducing plastic, waste, water and soil pollution and resource consumption**

5.1 The Suppliers ensure optimal management of resources, in particular by seeking to establish circular management of resources, and by implementing all reasonable measures to reduce all forms of waste (notably energy and food). Any

non-renewable natural resource must be managed as efficiently as possible.

5.2 The Suppliers shall reduce the amount of waste, particularly plastic, resulting from their activities, at the different stages of the supply and production chain.

5.3 The Suppliers shall reduce air, water and soil pollution linked to their activities, at the different stages of the supply and production chain.

5.4 The Suppliers must limit as much as possible the use of substances of high concern and substances of very high concern; they implement the necessary means to replace them if necessary.

5.5 The Suppliers must refrain from using raw materials stemming from protected animal or plant species or from illicit practices.

## **6. Fighting climate change**

6.1 The Suppliers shall assess the risks generated by climate change on their activities and to take the appropriate measures to adapt to them.

6.2 The Suppliers commit to reduce greenhouse gas emissions from their activities (scopes 1 and 2).

6.3 In collaboration with the actors in their supply chain, the Suppliers undertake to implement measures to reduce greenhouse gas emissions resulting indirectly from their activities (scope 3).

## **IV- WHISTLEBLOWING SYSTEM AND PROTECTION OF THE COLLECTION OF REPORTS**

The Carrefour group has set up a whistleblowing system, open to everyone, employees or third parties (suppliers, providers...) allowing the collection, in a voluntary, confidential and secure manner, of any situation or conduct, existing or reasonably suspected of occurring, which would be contrary to ethics, to the laws and regulations in force or of this Charter.

More information on the collection and processing of the reports as well as the access to a secure platform are accessible at the following address: <https://ethique.carrefour.com>.

## **V- ACCESSING INFORMATION AND CONTROLS**

The Carrefour group reserves the right to monitor the Suppliers' compliance with the principles set out in this Charter, particularly in the event of an alert identified by the Suppliers or by the Carrefour group, the non-compliance or controversy identified by the media or by a stakeholder. These controls may be carried out by Carrefour group entities or by duly authorized third parties. These controls will be limited to the business relationship between the Carrefour group, on the one hand, and the Suppliers and their supply chain on the other hand.

The Suppliers agree that they shall cooperate in good faith during the monitoring and in particular to provide the Carrefour group with any information that would be reasonably requested in this context. In case of non-compliance, they undertake to implement all reasonable corrective measures.

The Carrefour group reserves the right to terminate any contract or commercial relationship if the Suppliers do not comply with the principles set out in this Charter and/or refuses to implement, within a specified period, action plans and corrective measures likely to resolve them.

### **Annex 3 - ANTI-CORRUPTION RULES**

1. The words defined below shall have the following meanings for the purposes of this clause:

"Anti-bribery law" means any anti-bribery law applicable to any of the parties to this Contract or arising out of its execution;

"Bribery" means any offer, acceptance or demand of anything of value or benefit to influence a public or private official or corporate body in return for an improper act or omission in breach of his professional duty;

"public official" means an official, employee or officer of a public, governmental or international organisation, a department or agency thereof, a public body or public corporation and a chairman or official representative of a political party or; an officer acting on behalf of a government or a public, governmental or international organisation or an agency, governmental or international governmental or international organisation or an agency, department or division thereof.

"Sanctions Law" means any international economic sanctions, restrictions, freezing of assets or designation on sanctions lists by the European Union, the United States or any other relevant jurisdiction based on the nationality of the parties or the execution of this Purchase Order.

2. The Supplier shall (1) comply with all applicable laws, rules of soft law, regulations and ordinances applicable to its business activities or conduct; (2) obtain all necessary consents, permits, licences and registrations for such activities in the territories referred to in the Contract and generally to carry out all activities contemplated by this Contract; and (3) acknowledge that it is aware of and undertakes to comply with all anti-bribery laws in connection with this Contract, its performance or the parties to this Contract.

3. The Supplier undertakes not to give, offer, accept or promise, offer or allow, directly or indirectly through any intermediary, on its own behalf and on behalf of all persons (private or corporate) working on its behalf and/or for its account, any sum of money, undue advantage or anything of value (such as travel, invitations or gifts) as inducement or reward for : a past or future unlawful act or omission; or the exercise of unlawful influence over (a) an official or employee of a public company, official of a public international agency or organisation, (b) or a representative or candidate of a political party, (c) or an individual or legal entity to obtain or retain a business or commercial advantage, such as obtaining a licence or granting a licence. Unlawful payments by the supplier or anyone acting in its name and on its behalf to any person or company for bribery, kickbacks, influence or facilitation payments are prohibited.

4. The Supplier confirms that it has complied and will continue to comply with the Sanctions Laws, and in particular that it will not sell, transfer, export or re-export any products or services under this Contract, or more generally, directly or indirectly, purchase or supply any company or other legal entity acting on its behalf or which is owned, individually or on a consolidated basis, by more than 50% by any of the above persons or entities. The Contractor shall not sell, purchase, transfer, export or re-export any products or services under this Contract to, or otherwise supply, directly or indirectly, any country (or entity or national or government of such country), state, territory or region, where to do so would constitute a violation of the Sanctions Laws. **5. The Supplier confirms and warrants that :**

- No sanctions, restrictions or designations have been imposed on the Supplier under sanctions laws; and · The Supplier is not individually or consolidated, directly or indirectly, controlled by or owned by any person or company sanctioned, restricted or designated under sanctions laws.
- The Supplier also acknowledges that it is aware of, understands, has complied with and will continue to comply with all applicable anti-money laundering laws and regulations.
- The Supplier shall review all third parties involved in the performance of this Contract and in accordance with its terms and conditions for anti-corruption and anti-money laundering practices. The Supplier shall maintain an audit trail of such assessments and take all necessary measures to ensure that its local subsidiaries, subcontractors