

Supplier Contract - Supplier Code of Conduct

1. Introduction

This supplier contract (the "Contract") is established between [____], with its registered office at [Supplier Address____] (the "Supplier"), and [**PROVENDERIE DE SAINT VINCENT**], with its registered office at [LA TAMOA – BO 62, 98890 PAITA, NOUVELLE CALEDONIE] (the "Client").

2. Objective

The Client implements a Supplier Code of Conduct aimed at ensuring sustainable and responsible practices throughout its supply chain. This Supplier Code of Conduct is an essential tool for managing socio-environmental risks associated with ingredients used in aquaculture feed.

3. Supplier's Obligations

Under this Contract, the Supplier agrees that it or any other intermediary (recruitment agency):

Effectively implement the Client's Supplier Code of Conduct, which includes at minimum the detailed requirements:

3.1. Worker Rights:

- 3.1.1. Comply with all applicable labor laws and regulations and maintain a system to ensure such compliance.
- 3.1.2. Ensure that all employees are familiar with their labor rights, including ASC requirements regarding labor rights, even if not covered by applicable laws and regulations.

3.2. Forced Labor:

Relevant Reference Documents:

- I. ILO Forced Labour Convention, 1930 (No. 29)
- II. ILO Abolition of Forced Labour Convention, 1957 (No. 105)
- III. ILO Protection of Wages Convention, 1949 (No. 95)
- IV. ILO Private Employment Agencies Convention, 1997 (No. 181).



3.2.1. Do not engage in, support, or tolerate forced labor, bonded labor, compulsory labor, or human trafficking. This includes:

- work exacted under threat of penalty,
- work not voluntarily offered by the person,
- use of deception or coercion to exploit individuals.

3.2.2. Implement effective remediation procedures upon identification to ensure compliance with the absence of forced labor, prioritizing the interests of the individual. This may include debt resolution or other forms of servitude, improving employee conditions, or repatriation. Remediation actions are documented and verified for effectiveness.

3.2.3. Verify and monitor that any employment/recruitment agency used:

- a. Is licensed or certified by the competent national authority.
- b. Complies with Criterion 1.

3.2.4. Not withhold original identity documents such as ID cards, visas, passports, without which employees cannot freely terminate their employment, travel, or leave the country.

3.2.5. Not withhold any portion of an employee's wages, benefits, or property, even if permitted by local regulations. The only permissible deductions are those mandated by law.

3.2.6. Not charge employees any fees for recruitment or during employment. This includes all costs or deposits associated with processing official documents, including work visas. For migrant workers, this includes all costs or deposits associated with travel and repatriation expenses.

3.2.7. Allow employees to move freely within the workplace to use sanitary facilities and access potable water during working hours.

3.2.8. Not involuntarily retain employees on-site outside of their working hours.

3.2.9. Provide employees with a reasonable and safe means of transportation to leave the premises when the workplace is not easily accessible and public transportation is not available, allowing them to depart once their shift ends.

3.2.10. Not require employees to reside in employer-operated housing as a condition of employment for non-remote and easily accessible operations.

3.2.11. Not use prison labor.

3.3. Child Labor:

Relevant Reference Documents:

- I. ILO Minimum Age Convention, 1973 (No. 138)





- II. ILO Worst Forms of Child Labour Convention, 1999 (No. 182)
- III. UN Convention on the Rights of the Child.

- 3.3.1. Commit to not hiring child labor. This includes work that is mentally, physically, socially, or morally dangerous and harmful to children, or interferes with their education.
- 3.3.2. Implement effective remediation procedures upon identification to ensure compliance with the absence of child labor (in accordance with international labor rights), placing the best interests of the child as a primary consideration, such as enabling the child to attend and remain in school until no longer compulsory. Remediation actions are documented and verified for effectiveness.
- 3.3.3. May employ:
 - Children from the age of 15, or after completion of compulsory schooling (whichever is higher), for non-hazardous work.
 - Children from the age of 13 for light work, provided the child has received appropriate training before starting work and receives adequate supervision.
- 3.3.4. Ensure that children, including young workers, engaged in work perform only non-hazardous tasks (from age 15) or light work (from age 13), in accordance with a risk assessment. Risk assessment is part of a comprehensive risk management framework.
- 3.3.5. Encourage, and not prevent, children of employees residing on-site from attending compulsory schooling.





3.4. Discrimination against Employees

Relevant Reference Documents:

- I. ILO Equal Remuneration Convention, 1951 (No. 100)
- II. ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111)
- III. ILO Workers with Family Responsibilities Convention, 1981 (No. 156).

- 3.4.1. Ensure equal treatment of all job applicants and employees in all instances, including: disciplinary practices, job assignment, compensation and benefits, promotion and other career opportunities, recruitment and hiring processes, working conditions, retirement, termination of employment, training, and workplace conditions; regardless of age, caste, color, disabilities, ethnicity, gender, legal status, marital status, nationality, parental status, union membership, political opinion, pregnancy, race, religion, or sexual orientation.
- 3.4.2. Do not conduct pregnancy or virginity tests, nor practice or encourage forced contraception.
- 3.4.3. Conduct medical tests only if necessary for health and safety reasons, based on a risk assessment. Risk assessment is part of a comprehensive risk management framework.
- 3.4.4. Respect the confidentiality of medical tests; employee data must be protected, and employees have the right to access their test results.
- 3.4.5. Employees have the right to consult an independent physician if management determines that medical tests are necessary.
- 3.4.6. Implement effective communication, procedures, and appropriate monitoring to ensure that harassment, abusive or exploitative behaviors do not occur in the workplace.

3.5. Ensures a Safe and Healthy Working Environment

Relevant Reference Documents:

- I. ILO Weekly Rest (Industry) Convention, 1921 (No. 14)
- II. ILO Occupational Safety and Health Convention, 1981 (No. 155)
- III. ILO Occupational Health Services Convention, 1985 (No. 161)
- IV. ILO Chemicals Convention, 1990 (No. 170)
- V. ILO Prevention of Major Industrial Accidents Convention, 1993 (No. 174).

- 3.5.1. Maintain a health and safety risk assessment.



- 3.5.2. Include at least the following risk factors in the health and safety risk assessment (see 1.7.1): Risk of physical, acute, or chronic injuries in the workplace; Risk of mental, acute, or chronic injuries in the workplace environment.
- 3.5.3. Implement appropriate measures, monitor risk indicators, assess the effectiveness of implemented measures, and repeat risk assessment based on monitoring results.
- 3.5.4. Provide free and as needed defined in health and safety risk assessments, well-maintained and suitable Personal Protective Equipment (PPE).
- 3.5.5. Ensure that appropriate health and safety measures are effectively implemented; this includes the establishment of appropriate health and safety instructions/guidelines in the workplace, proper equipment maintenance, appropriate training for employees, including emergency responses, and the proper use of PPE by employees.
- 3.5.6. Provide adequate first aid (including supplies) administered by qualified personnel in case of work-related injuries; this includes access to professional support such as an ambulance.
- 3.5.7. When not provided by a national state social security/health system, the supplier provides and pays for insurance for all employees in the event of work-related accidents or injuries; this includes at minimum the necessary transportation and medical/treatment costs for treating the accident or injury, the necessary transportation and medical/treatment costs for recovery, compensation for lost work hours, as well as necessary repatriation expenses in the case of migrant workers.
- 3.5.8. Allow employees to withdraw from a hazardous situation without fear of retaliation.
- 3.5.9. Provide access to adequate and clean sanitary facilities, with sufficient privacy, including gender separation if necessary.
- 3.5.10. Provide access to free, clearly labeled drinking water for all employees.
- 3.5.11. Provide access to a designated area for preparing food and taking meals during breaks.
- 3.5.12. Must not require employees to purchase from stores or services operated by the employer, such as the use of canteens, as a condition of employment; where alternative stores or services are not available due to remoteness, the cost is reasonable and does not allow the supplier to profit from the stores and services provided to employees.
- 3.5.13. Provide suitable spaces for breastfeeding women and allow additional breaks during the workday for pregnant and breastfeeding women; breastfeeding breaks should be counted as working time and compensated accordingly.
- 3.5.14. Must not practice or tolerate mental, physical, or verbal abuse, or any other form of harassment.
- 3.5.15. Ensure the structural integrity of all buildings and structures within the UoC.
- 3.5.16. Respect maritime legislation, especially regarding health and safety dimensions, in situations where the supplier interacts with maritime traffic.



3.6. Ensure Respect for the Right of Association and Collective Bargaining.

Relevant Reference Documents:

- I. ILO Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87)
- II. ILO Right to Organize and Collective Bargaining Convention, 1949 (No. 98)
- III. ILO Workers' Representatives Convention, 1971 (No. 135).

- 3.6.1. Inform all employees that they are free to join or form workers' organizations (e.g., unions or other organizations representing their work-related concerns and interests) of their own choosing.
- 3.6.2. Inform all employees that they are free to engage in collective bargaining.
- 3.6.3. Must not interfere in any way with the establishment, operation, or administration of workers' organizations or collective bargaining.
- 3.6.4. Accept in areas where the right to freedom of association is restricted by law, comparable means for freedom of association and collective bargaining.

3.7. Engage its Employees Transparently.

- 3.7.1. Ensure that all employees have received, understood, and agreed to written and understandable information about their employment conditions prior to migration and commencement of employment. This information must include, at minimum:
 - Job description and responsibilities.
 - Type of contract (e.g., permanent, fixed-term, contractual).
 - Working hours, including authorized breaks.
 - Paid annual leave and public holiday entitlements.
 - Sick leave.
 - Salaries.
 - Any agreed salary deductions (e.g., housing, meals).
 - Overtime compensation.
 - Benefits (e.g., insurances).
 - Provision of free Personal Protective Equipment (PPE).
 - Terms and conditions of termination, including notice periods.
 - Access to relevant policies (e.g., anti-discrimination, access to unions and collective bargaining).
- 3.7.2. Provide full transparency to all employees regarding any processes involved, along with documentation on advances, loans, hours worked, remuneration, and calculation of any deductions. The supplier must retain copies of these documents on-site.



3.7.3. Must not use systematic employment arrangements such as, but not limited to, labor subcontracting, family subcontracting, home working, sham apprenticeships, or exclusive use of fixed-term contracts to circumvent workers' social or labor rights.

3.8. Pay its Employees at Least the Legal Minimum Wage.

- 3.8.1. Set wages (before overtime and bonuses) at least at the legal minimum wage level; if a minimum wage has not been established by law, calculate wages necessary to cover basic needs, in consultation with workers or their representative organizations.
- 3.8.2. Pay wages in legal tender at regular intervals, at least monthly, and directly to employees, in accordance with national legislation, without delay, deferral, or deduction.
- 3.8.3. Document all information related to wage payment and employees' receipt, including information on advances, loans, hours worked, remuneration, and calculation of any deductions.
- 3.8.4. Ensure that employees benefit from maternity or paternity protection in accordance with requirements of national laws and regulations or ILO Convention 183, whichever provides the higher standard.

3.9. Prevent Excessive Working Hours

Relevant Reference Documents:

- ILO Hours of Work (Industry) Convention, 1919 (No. 1)
- ILO Weekly Rest (Industry) Convention, 1921 (No. 14)
- ILO Holidays with Pay (Revised) Convention, 1970 (No. 132)
- ILO Night Work Convention, 1990 (No. 171)
- ILO Safety and Health in Agriculture Convention, 2001 (No. 184)
- ILO Recommendation on Reduction of the Duration of Work (Recommendation 116).

For Employees Aged 18 and Above:

- 3.9.1. Respect collective bargaining agreements (if applicable) and industry standards regarding regular working hours, not exceeding 8 hours per day and 48 hours per normal week (excluding breaks).
- 3.9.2. Maintain records of hours worked by employees.
- 3.9.3. Ensure that overtime is voluntary, occurs only in exceptional circumstances, and is not requested regularly.
- 3.9.4. Ensure that overtime does not exceed 12 hours per week.
- 3.9.5. Ensure that overtime is compensated at a premium rate as defined by collective bargaining agreements (if applicable) or industry standards.



- 3.9.6. Respect collective bargaining agreements (if applicable) and industry standards regarding daily rest breaks, which shall not be less than 1 hour for every 8 hours worked.
- 3.9.7. Respect collective bargaining agreements (if applicable) and industry standards regarding daily rest periods, which shall not be less than 11 consecutive hours for every 24-hour period.
- 3.9.8. Respect collective bargaining agreements (if applicable) and industry standards regarding weekly rest periods, which shall not be less than 24 consecutive hours (1 day) of rest in a 7-day period.
- 3.9.9. Respect collective bargaining agreements (if applicable) and industry standards regarding annual leave.
- 3.9.10. Respect collective bargaining agreements (if applicable) and industry standards regarding premium rates, working hours, breaks, daily rest, weekly rest, and health assessments for night work.

For Minor Employees (aged 15 to 17):

- 3.9.11. Respect collective bargaining agreements (if applicable) and industry standards regarding regular working hours, not exceeding 10 hours per day and 48 hours per week (excluding breaks), in accordance with the AIT (Accord Interprofessional Territorial) of New Caledonia.
- 3.9.12. Maintain records of hours worked by each employee.
- 3.9.13. Do not allow overtime for young employees.
- 3.9.14. Respect collective bargaining agreements (if applicable) and industry standards regarding daily breaks, which shall not be less than 0.5 hours for every 4.5 hours worked.
- 3.9.15. Respect collective bargaining agreements (if applicable) and industry standards regarding daily rest periods, which should not be less than 12 consecutive hours for every 24-hour period.
- 3.9.16. Respect collective bargaining agreements (if applicable) and industry standards regarding weekly rest periods, which shall not be less than 48 consecutive hours (2 days) of rest in a 7-day period.
- 3.9.17. Respect collective bargaining agreements (if applicable) and industry standards regarding annual leave.
- 3.9.18. Do not allow young employees to work between 22:00 and 06:00.
Note: Employment of children under 15 years old is strictly prohibited under this Code of Conduct.

For Children Performing Light Work and Not Yet Classified as Young Employees:

- 3.9.19. Respect collective bargaining agreements (if applicable) and industry standards regarding working hours, not exceeding 3 hours per day and 14 hours per week (excluding breaks).
- 3.9.20. Maintain records of hours worked by each employee.
- 3.9.21. Do not allow overtime for children.



- 3.9.22. Respect collective bargaining agreements (if applicable) and industry standards regarding daily rest breaks, which shall not be less than 0.5 hours for every 3 hours worked.
- 3.9.23. Respect collective bargaining agreements (if applicable) and industry standards regarding daily rest periods, which shall not be less than 14 consecutive hours for every 24-hour period.
- 3.9.24. Respect collective bargaining agreements (if applicable) and industry standards regarding weekly rest periods, which shall not be less than 48 consecutive hours (2 days) of rest in a 7-day period.
- 3.9.25. Respect collective bargaining agreements (if applicable) and industry standards regarding annual leave.
- 3.9.26. Do not allow children, not yet classified as young employees, to work between 20:00 and 06:00.

3.10. Implement Disciplinary Practices Respecting Employees' Dignity and Health

Relevant Reference Documents:

- Universal Declaration of Human Rights (1948)
- International Covenant on Civil and Political Rights (1966)
- Declaration on the Protection of All Persons from Being Subjected to Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment (1975).

- 3.10.1. Establish transparent disciplinary procedures and apply them in a progressive and objective manner, ensuring dignity and respect towards the employee.
- 3.10.2. Refrain from making salary or benefits deductions as part of disciplinary measures.



3.11. Establishing Effective Mechanisms for Addressing Workers' Complaints

Relevant Reference Document:

- ILO Recommendation on the Examination of Grievances, 1967 (No. 130).

- 3.11.1. Establish a system, known to all employees, facilitating dialogue between parties (e.g., between employees and different levels of management) prior to, rather than in reaction to, disputes.
- 3.11.2. Have an accessible grievance handling procedure applicable to all employees.
- 3.11.3. Ensure a grievance handling procedure includes non-retaliation requirements.
- 3.11.4. Address all complaints within 90 days from submission.
- 3.11.5. Track complaints, responses received, and corrective actions.
- 3.11.6. Establish a grievance handling committee comprising members representing the diversity of employees, ensuring special consideration for vulnerable groups such as new mothers, pregnant women, and migrant workers.
- 3.11.7. Ensure the grievance handling committee effectively handles complaints fairly, resulting in an efficient outcome, and facilitates dialogue when necessary.
- 3.11.8. Ensure a confidential process, if preferred by the employee or submitting entity, sharing information only as necessary to investigate the complaint.

3.12. Provide Safe, Decent, and Hygienic Housing for Workers

Relevant Reference Document:

- ILO Recommendation on Workers' Housing, 1961 (No. 115).

- 3.12.1. Ensure any dormitory facilities provided for staff or their families are safe, whether the supplier owns, leases, or contracts the dormitories from a service provider; this includes providing safety systems, emergency/escape routes, ventilation, reasonable protection against heat, cold, noise, odors, and dust, as well as adequate privacy, including gender separation if necessary.
- 3.12.2. Ensure any dormitory facilities provided for staff or their families are clean, hygienic, and meet their basic needs, whether the supplier owns, leases, or contracts the dormitories from a service provider.
- 3.12.3. Arrange annual meetings between employee representatives and management to discuss improvements to housing.
- 3.12.4. Ensure dormitory facilities are located separately from production facilities.



- 3.12.5. Ensure any rent charged is reasonable and does not allow the supplier to profit from housing provided to employees.
- 3.12.6. Provide access to appropriate sanitary facilities (in dormitory facilities) that are clean and offer adequate privacy, including gender separation if necessary.

3.13. Contribute to Maintaining or Improving the Social and Economic Well-being of Local Communities:

- 3.13.1. Proactively engage with the local community to periodically identify, avoid, or mitigate significant negative social impacts resulting from the supplier's activities.
- 3.13.2. Have an accessible complaints handling procedure applicable to the local community.
- 3.13.3. Inform the community about how to submit complaints and the functioning of the complaints handling mechanism.
- 3.13.4. Maintain a complaints handling procedure that includes non-retaliation requirements.
- 3.13.5. Address all complaints resulting from the supplier's activities within 90 days from submission by local communities.
- 3.13.6. Track complaints, resulting responses, and remedies implemented.
- 3.13.7. Establish a decision-making complaints handling committee, including members representing local communities, to ensure special consideration for vulnerable groups.
- 3.13.8. Ensure that the supplier's complaints handling committee guarantees fair treatment of complaints, resulting in effective outcomes, and facilitates dialogue when necessary.
- 3.13.9. Ensure a confidential process if preferred by the complainant, sharing information only as necessary for investigating the complaint.
- 3.13.10. Do not restrict or negatively affect the rights of the community and its members regarding food security and access to resources, including land and water, resulting from the supplier's activities.
- 3.13.11. Source goods and services, including employment, from local communities to the extent possible.

3.14. Respect the Rights, Cultures, and Traditional Territories of Indigenous and Tribal Peoples:

- 3.14.1. Proactively engage with indigenous and tribal peoples to identify, avoid, and mitigate significant social impacts resulting from the supplier's activities.
- 3.14.2. Establish an accessible complaints handling procedure applicable to indigenous and tribal peoples.



- 3.14.3. Inform indigenous and tribal peoples about how to submit complaints and the functioning of the complaints handling mechanism.
- 3.14.4. Develop a complaints handling procedure that includes non-retaliation requirements.
- 3.14.5. Address all complaints resulting from the supplier's activities within 90 days from submission by indigenous and tribal peoples.
- 3.14.6. Track complaints, resulting responses, and remedies implemented.
- 3.14.7. Establish a decision-making complaints handling committee, including members representing indigenous and tribal peoples, to ensure special consideration for vulnerable groups.
- 3.14.8. Ensure that the supplier's complaints handling committee guarantees fair treatment of complaints, resulting in effective outcomes, and facilitates dialogue when necessary.
- 3.14.9. Ensure a confidential process if preferred by the complainant, sharing information only as necessary for investigating the complaint.
- 3.14.10. Refrain from restricting or negatively affecting the rights and access of indigenous and tribal peoples to culturally, ecologically, economically, religiously, or spiritually significant sites for which they hold legal or customary rights.
- 3.14.11. Do not limit or negatively affect the rights of indigenous and tribal peoples regarding food security and access to resources, including land and water, resulting from the supplier's activities.
- 3.14.12. Preferentially source goods and services, including employment, from local indigenous and tribal peoples to the extent possible.





3.15. **Respect Applicable Environmental Laws and Regulations:**

Justification: In addition to social and legal indicators, strict compliance with environmental regulations is essential to support sustainable development in aquaculture by ensuring responsible management of natural resources and environmental preservation. This helps minimize negative impacts on aquatic ecosystems and promotes sustainable practices throughout the industry.

3.15.1. Comply with all applicable environmental laws and regulations and maintain a compliance system for these.

3.16. **Use Water Responsibly:**

3.16.1. Identify all water sources used, such as municipal water supplies, surface water sources, groundwater sources, seawater, produced water, categorized as "freshwater" and "other water."

3.16.2. Calculate, record, and annually report water consumption per source in megaliters/ton (total) of product produced annually.

3.16.3. Regularly measure and record groundwater levels when using wells, considering seasonal fluctuations and at least once per year.

3.16.4. Develop and implement a Water Conservation and Efficiency Plan (WCEP) intending to reduce water consumption resulting from inefficient practices, if possible, including the identification of responsible practices and measures to phase out poor practices and increase responsible practices within a significant timeframe.

3.16.5. Annually report to the client if the supplier operates in a region of "high" or "extremely high" water stress, according to the Aqueduct Water Risk Atlas.

3.16.6. Conduct an annual risk assessment in "high" and "extremely high" water stress areas according to the Aqueduct Water Risk Atlas to assess whether the WCEP includes adequate measures to minimize the risk that the supplier contributes to water supply issues for ecosystems and communities using the same water source.

3.17. **Manage Waste Responsibly:**

3.17.1. Identify all types of generated waste, separate them into hazardous and non-hazardous waste, determine the disposal method, and assess the level of on-site recovery.

3.17.2. Calculate, record, and annually report waste in tons per disposal method (according to Annex 2, section A4 methodology) to the client.

3.17.3. Develop and implement a Waste Management Plan (WMP) documented with the aim to improve waste reduction and resource recovery where possible. Include the identification of responsible practices and measures to phase out



poor practices and increase responsible practices within a significant timeframe.

- 3.17.4. Handle and store chemicals, as well as hazardous materials and waste, safely.
- 3.17.5. Account for all chemicals and other hazardous waste present on-site.
- 3.17.6. Dispose of waste materials responsibly that are not reused or recycled. It is prohibited to deposit waste outside the site in unofficial sites and to dump waste.

3.18. **Manage Effluents Responsibly:**

- 3.18.1. Identify all effluents (including those from production, site runoff, on-site offices, and housing), determine their destination (such as surface water, groundwater, seawater, municipal treatment facilities), differentiated between "freshwater" and "other water," and assess the level of on-site treatment.
- 3.18.2. Calculate and annually report effluent discharges in megaliters per year and per destination to the client, using the ASC website provided model (according to Annex 2, section A2 methodology). Record must include all incidents of accidental spills or releases.
- 3.18.3. Develop and implement an Effluent Management Plan (EMP) to reduce negative impacts on receiving waters in terms of ecosystems and human health. Include the identification of responsible practices, as well as measures to phase out poor practices and increase responsible practices within a significant timeframe. The plan must also integrate spill prevention and response measures.

3.19. **Use Energy Responsibly and Monitors Greenhouse Gas (GHG) Emissions:**

- 3.19.1. Identify all energy sources (such as diesel, gasoline, natural gas, electricity, and other sources; specifying electricity from the national/regional grid as well as renewable and non-renewable sources).
- 3.19.2. Calculate, record, and annually report energy consumption in megajoules per ton of total product produced during the assessed year using the ASC website provided model (according to Annex 2, section A3 methodology).
- 3.19.3. Develop and implement an Energy Efficiency Management Plan (EEMP) to improve energy efficiency and increase the proportion of energy from renewable sources. Include the identification of responsible practices, as well as measures to phase out poor practices and increase responsible practices within a significant timeframe.
- 3.19.4. Calculate, record, and publicly report on the supplier's website and to the client its greenhouse gas (GHG) emissions in kg CO₂ equivalent per ton of total product produced annually, using the ASC website provided model (according to Annex 2, section B methodology).



3.20. Is Transparent About Product Characteristics:

- 3.20.1. Disclose the presence of genetically modified organisms (GMOs), or ingredients produced from GMOs, for each product to all buyers of the product.
- 3.20.2. Indicate the active compound and inclusion levels (in mg or g/kilogram of product) of added antibiotics or other medicinal additives for each product to all buyers of the product.

4. Audits and Compliance

- 4.1. The Client reserves the right to conduct periodic audits to assess the Supplier's compliance with the requirements of this Contract and the Supplier Code of Conduct.
- 4.2. The Supplier agrees to provide the Client or auditors designated by the Client with full access to facilities, documents, and employees necessary to conduct these audits.
- 4.3. In case of non-compliance identified during an audit, the Supplier undertakes to implement necessary corrective actions within a reasonable timeframe agreed upon with the Client.
- 4.4. The Supplier agrees to fully cooperate with the Client in any investigation related to alleged violations of this Contract or the Supplier Code of Conduct.

5. Confidentiality

- 5.1. Both parties agree to treat as confidential all information obtained under this Contract, including audit results and employee information. They shall not disclose such information to third parties without the prior written consent of the other party, except as required by law.

6. Duration and Termination

- 6.1. This Code of Conduct shall take effect immediately upon signature and shall remain in force for an indefinite period, unless terminated by either party with a written notice period of three months.
- 6.2. The Client may terminate this Contract immediately, without notice, in case of serious non-compliance with contractual obligations by the Supplier, defined as a substantial and repeated breach of essential terms of this Contract.

7. General Provisions

- 7.1. Any amendment must be in writing, signed, and dated by authorized representatives of both parties to be valid.
- 7.2. In the event of a dispute arising from this Contract, the parties agree to attempt to resolve the dispute amicably before resorting to legal proceedings.



8. Conclusion

By adhering to this Supplier Code of Conduct, we are committed to establishing relationships with partners who share our ethical and social values. We are determined to ensure that our suppliers adhere to the rigorous standards outlined in this document. To this end, we adopt the following measures:

- 8.1. **Cessation of Purchases:** We will immediately cease purchasing from any supplier found to be in full non-compliance with this Supplier Code of Conduct.
- 8.2. **Compliance Declaration:** We require our suppliers to provide us with a declaration confirming their compliance or non-compliance with this Supplier Code of Conduct.
- 8.3. **Notification of Changes:** We request our suppliers to proactively inform us of any significant changes that may affect their compliance with this Supplier Code of Conduct.
- 8.4. **Application to the Supply Chain:** We impose on our suppliers the requirement to apply these standards to their own suppliers, in order to promote ethical practices at all levels of our supply chain.

By honoring these commitments, we reinforce our commitment to integrity, transparency, and social responsibility in all our operations and collaborations.

Signatures

Done in two original copies, each having equal legal force, by the duly authorized representatives of the parties.

For [**Provenderie de Saint Vincent**]

For [Supplier Name: _____]

Name: Yves JEAN-BAPTISTE

Name: _____

Title: Directeur Général

Title: _____

Date: 20.07.2025

Date: _____

Signature: 

Signature: _____

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