

GENERAL CONDITIONS - CARREFOUR

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.

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.

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 shall send its invoices exclusively by e-mail in PDF format to the following address: carrefour_invest@europe-arco.biz. Each invoice must be sent via a separate e-mail to this address.

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.

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.

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.

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

11. 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.

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 - ETHICAL & SOCIAL CHARTER CARREFOUR

CSR commitment charter for suppliers of controlled products – Contractual appendix

This charter applies to all suppliers of Carrefour controlled products. Supplier means any supplier of controlled products and their own suppliers and subcontractors. Controlled products are mainly products purchased by Carrefour intended for sale or otherwise, which meet specifications defined by Carrefour and which are subject to specific quality control by Carrefour.

Carrefour's Social Responsibility

With nearly 13 million daily customers and thousands of suppliers in the countries in which it operates or obtains supplies, the Carrefour group has, since its origins, been aware of the environmental, economic and social impact of its activities. All these issues are taken into account in its Corporate Social Responsibility (CSR) approach, which is at the very core of the company's strategy.

Ethical principles guide its actions, as well as respect for human rights and the environment throughout the supply chain. This commitment is detailed in this contractual charter.

An approach in line with major international principles

Carrefour's social commitment is in line with its continuing respect for and its promotion of:

- the Universal Declaration of Human Rights;
- the ILO's eight fundamental conventions;
- the OECD guidelines for multinational enterprises;
- the ten principles that make up the United Nations Global Compact;
- the United Nations guiding principles on business and human rights;
- the international agreement signed with the UNI Global Union.

Carrefour is committed to respecting and promoting respect for international legal standards in its field of activity and therefore undertakes to act with due diligence in the conduct of its activities, by taking into consideration the specific local features of the countries in which it operates. It evaluates and addresses the impacts of its activities and avoids any complicity in human rights abuses via its relationships with business partners and with governmental and non-governmental organisations.

Carrefour also actively supports the harmonisation and convergence of voluntary initiatives by companies to improve respect of existing international legal standards in the field of human rights, including labour rights.

Carrefour's Ethical Principles

As a major international retailer, Carrefour aims to develop more sustainable and responsible trade, undertaken with the utmost respect for ethics and legality. A document entitled "Our Ethical Principles" formalizes the commitments regarding professional ethics.

These ethical principles establish the reference framework in which Carrefour and its employees conduct their daily business as retailers. In particular, it guarantees fair and transparent business practices.

In order to ensure that the code is observed across the company, Carrefour has set up a Group Ethics Committee as well as Ethics Committees for each country.

In the case of its suppliers, Carrefour reiterates in this document the commitments it expects from them in terms of business ethics, and wishes to share with them its vision and principles of action.

Our ethical principles

<p><u>Respect diversity</u></p> <p><u>Contribute to a safe and healthy working environment</u></p> <p><u>Promote social dialogue</u></p> <p><u>Outlaw all harassment and discrimination</u></p>	<p><u>Select and treat suppliers in an target and loyal way</u></p> <p><u>Cultivate transparent business relationships</u></p> <p><u>Adhere to our commitments in relation to our partners</u></p> <p><u>Outlaw any unfair agreements or practices</u></p>
<p><u>Ensure the safety of people and property</u></p> <p><u>Protect the company's resources and assets</u></p> <p><u>Guarantee confidentiality</u></p> <p><u>Protect the environment</u></p>	<p><u>Demonstrate integrity – both individually and collectively</u></p> <p><u>Provide reliable and accurate reporting</u></p> <p><u>Avoid conflicts of interest</u></p> <p><u>Refuse all forms of corruption</u></p>

THE SUPPLIER'S COMMITMENTS

The supplier undertakes to comply with all of the following requirements. It undertakes, furthermore, to ensure that these requirements are respected by all of its own suppliers and subcontractors.

1. Prohibition of the use of forced labour, bonded labour, debt bondage or prison labour

1.1. All work must be undertaken voluntarily by workers, and not under threat of penalties or sanctions,

1.2. The use of forced or compulsory labour in all its forms, including labour as a means of punishment that does not comply with the provisions of Convention 29, is prohibited.

1.3. Suppliers shall not require financial guarantees or securities from workers, withhold identity documents (passports, identity cards, etc.), or withhold wages without a legal contractual agreement.

- Bonded labour is prohibited. Suppliers shall refrain from using any form of bonded labour, and shall not allow or encourage workers to incur debt for recruitment costs, fines or by any other means.

1.4. Forced labour is prohibited. Suppliers shall respect the right of workers to terminate their employment with reasonable prior notice. Suppliers shall respect the right of workers to leave the workplace once their working hours are over.

2. Prohibition of child labour

2.1 Suppliers must comply with:

- (i) the national minimum employment age;
- (ii) or the age at which compulsory education ends;
- (iii) or any other specified exception;

and shall refrain from employing a person under the age of 15, applying the highest age limit set out above. In the event, however, that the local minimum employment age is 14, in accordance with the exceptions for developing countries provided for by Convention 138, this lower age limit may apply subject to the adoption of special protective measures.

2.2. Suppliers must not employ or exploit children in any way. If it is found that children are working directly or indirectly for the supplier, the latter shall endeavour to find a solution that is humane, effective and favours the child's interests.

2.3. Suppliers must not employ young workers under the age of 18 at night, or in conditions endangering their health, safety or psychological integrity, and/or which would harm their physical, mental, spiritual or social development.

3. Respect for freedom of association and effective recognition of the right to collective bargaining

3.1 Workers have the right to join or found trade unions of their choice and to engage in collective bargaining without the prior agreement of the supplier's management. Suppliers shall refrain from any interference in and obstruction of these legitimate activities and shall not seek to prevent them.

3.2 Where the right to freedom of association and collective bargaining is limited or prohibited by law, suppliers shall refrain from impeding other forms of independent and free representation and negotiation of workers, in accordance with the international labour standards.

3.3 Suppliers shall in no way discriminate against workers' representatives or trade unionists or penalise them in any way on account of their membership of or affiliation with a trade union or their legitimate trade union activity, in accordance with the international labour standards.

3.4 Suppliers shall allow access to the workplace for workers' representatives to perform their representative functions, in accordance with the international labour standards.

4. Prohibition of all forms of discrimination, harassment or violence

4.1 Suppliers shall ensure equality of opportunities in terms of recruitment, remuneration, access to professional training, promotion, dismissal and retirement.

4.2 Suppliers shall not exercise, support or tolerate any discrimination whatsoever in terms of employment, particularly with regard to recruitment, appointment, training, working conditions, deployment, remuneration, benefits, promotion, discipline, dismissal or retirement, on the basis of gender, age, religion, marital status, race, caste, social background, illness, disability, pregnancy, ethnicity, migrant status, membership of workers' organisations, notably trade unions, political affiliation, sexual orientation, or any other personal characteristics.

4.3 Suppliers shall treat all workers with respect and dignity.

4.4 Suppliers shall base all employment terms on the ability of an individual to perform the work, not on their personal characteristics or beliefs.

4.5 Suppliers shall not engage in or tolerate persecution, harassment or violence of any kind.

4.6 Suppliers shall establish written disciplinary procedures and shall explain them clearly and comprehensibly to workers. Any disciplinary action must be recorded.

5. Health and safety

Health and safety provisions shall be defined in detail in order to take account of the specific conditions of the various industry sectors and related hazards, in accordance with the applicable health and safety guidelines.

5.1 Suppliers shall establish and maintain safe and sanitary working environments and accommodation, as well as define and implement clear procedures for occupational health and safety.

5.2 Suppliers shall take appropriate measures to prevent accidents and harm to health resulting from, associated with or during work, by reducing to the extent that is reasonably possible the causes of danger inherent in the working environment. Appropriate and effective personal protective equipment shall be provided if necessary.

5.3 Suppliers shall provide access to adequate medical assistance and health services.

5.4 Suppliers shall provide for all workers access to clean toilets and drinking water and, where appropriate, adequate facilities for food preparation and storage.

5.5 Suppliers shall ensure, where appropriate, that the accommodation facilities of workers are clean and safe.

5.6 Suppliers shall assign responsibility for health and safety to senior management.

5.7 Suppliers shall organise regular and duly documented health and safety training for workers and managers, which shall be repeated upon replacement or redeployment of workers and managers.

5.8 Suppliers must provide adequate fire protection and must ensure the strength, stability and safety of buildings and equipment, including accommodation facilities where applicable.

5.9 Suppliers shall provide adequate training for workers and managers in waste management, handling and disposal of chemicals and other hazardous products.

6. Decent salaries, benefits and terms of employment

6.1. All work shall have as its basis a recognised employer/employee relationship, established in accordance with national legislation and practices and the international labour standards, according to that which affords the greatest protection.

6.2 The use of contracts relating solely to the workforce, subcontracting or homeworking agreements, apprenticeships without genuine intent of training or stable employment, as well as the excessive use of fixed-term contracts or any other comparable arrangement, in order to circumvent obligations towards workers arising from a regular employment relationship and which are provided for by legislation or labour or social security standards, are prohibited.

6.3 Suppliers shall remunerate their workers by paying them salaries and for overtime, providing benefits and offering paid leave at standards equal to or above the legal minimum and/or reference industry standards and/or those of collective agreements, according to those most favourable to workers. Wages and other remuneration for regular working hours shall cover the essential needs of workers and their families and leave them with income left over for them to use at their discretion.

6.4 Suppliers shall provide all workers with clear written information about the terms of employment, including wages, before they begin their employment, and shall provide details of their wages for the period in question upon each payment.

6.5 Any withholding of wages not authorised or provided for in national legislation is prohibited. The supplier shall in no way withhold wages as a disciplinary measure.

6.6 The supplier shall grant all workers the benefits provided for by law, including paid leave.

6.7 Suppliers shall remunerate all workers for overtime hours worked at a higher rate, in accordance with the law and, if applicable, the contractual agreement.

7. Working hours

7.1 Suppliers shall set working hours in accordance with national legislation or the reference industry standard or relevant international standards, according to that which guarantees the greatest protection for the health, safety and welfare of workers.

7.2 Suppliers shall comply with the acceptable weekly standard of 48 hours, excluding overtime. Workers shall not be requested to work more than 48 hours per week on a regular basis.

7.3 Overtime shall be optional, shall not exceed twelve hours per week, and shall not be requested on a regular basis.

7.4 Suppliers shall respect the right of all workers to take breaks during their working hours, to have at least one day of rest after six consecutive days of work, and to public holidays and annual leave.

8. Business ethics

8.1 The supplier undertakes to strictly obey the law in all its activities:

8.1.1 Applying and complying with national or international regulations in force in all countries in which it is present

8.1.2 Prohibiting any illegal activity, conduct or agreement

8.1.3 Compliance with local and international regulations to ensure a healthy working environment for employees

8.1.4 Compliance with intellectual property regulations and prohibiting any infringement

8.2 It shall refrain from any infringement of competition law:

8.2.1 Prohibiting any price fixing and any unfair practice intended to impede free competition

8.2.2 Avoiding any situation of economic dependence on CARREFOUR of the supplier

8.3 It shall avoid situations of conflict of interest:

8.3.1 Avoiding any situation in which the independence or integrity of the decision-making or judgement of an employee may be influenced or impaired by personal considerations

8.3.2. Informing the CARREFOUR contact in the event of a potential or obvious conflict of interest

8.4 The supplier shall refuse and refrain from any act of corruption:

8.4.1 Prohibition of any direct or indirect compensation of CARREFOUR employees involved in the purchasing relationship directly or having the power to influence it

8.4.2 Prohibition of any compensation of a public official in exchange for an improper advantage

8.5 The supplier shall guarantee confidentiality

8.5.1 Keeping confidential information provided by CARREFOUR with regard to other clients service providers or subcontractors of the supplier

8.5.2 Using information provided strictly within the framework of the contractual relationship

8.5.3 Providing information to its employees by the supplier in respect of compliance with this confidentiality agreement.

9. Environmental protection (natural environment and resources)

9.1 The supplier shall comply with local regulations and international conventions, and shall have at its disposal on its sites the correct and up-to-date official documents.

9.2 It shall prevent pollution by way of risk analysis and the implementation of adequate preventative measures, notably concerning water and chemical products.

9.3 It minimises the impact of its activity on the environment by assessing the impact and optimising processes using the best available techniques, particularly with regard to energy, waste and other sources of environmental impact.

None of the provisions of this Charter shall be interpreted as exempting the supplier from its duty to comply with the obligations imposed on it by national legislation or under international law, in the event that national legislation or international law imposes stricter requirements in terms of fundamental labour, environmental protection or ethical laws and principles. The constituents of this Charter represent a minimum level of requirement and not a maximum.

INSPECTIONS AND SUPPORT

The supplier undertakes to help with the application of the inspection procedures:

- Preliminary visit by the CARREFOUR teams: prior to any collaboration and in order to establish the conditions of production, CARREFOUR, or one of its partners, may visit the production site, accompanied by external observers where necessary. A report on this visit shall be produced, assessing the supplier's compliance with the main obligations detailed in the Charter. During the visit, the Charter and the inspection procedures therein shall be presented and explained to the supplier.
- Before any listing and over the course of the commercial relationship, external audits shall be carried out by independent third-party auditing companies, appointed by CARREFOUR, on the production sites of the supplier in order to verify compliance by the supplier with all or part of the undertakings within this Charter. These inspections shall not be announced or semi-announced.
- The costs of the preliminary external audits and of follow-up audits shall be borne by the supplier.
- The supplier undertakes to communicate the contents of the Charter in the most appropriate manner to all its employees and to the employee representatives present in the company. It also accepts, where applicable, the amfori-BSCI code of conduct and the terms of implementation.
- Implementation of the corrective action plan within a defined time limit: the inspections shall be the subject of a report accompanied by a corrective action plan discussed with and to be implemented by the supplier. One or more follow-up audits may be arranged within a certain timeframe, depending on the actions to be taken and their importance in evaluating the implementation of the corrective action plan.
- Approval of unannounced inspections by CARREFOUR mandated partners: the supplier authorises CARREFOUR, or other persons authorised by virtue of the internal and external inspection procedure established by CARREFOUR, to perform unannounced audits with regard to compliance with the undertakings resulting from the signing of the Charter and the corrective action plan established on the basis of previous audits.
- The supplier undertakes to accept training sessions or support relating to human rights in the workplace or the environment provided by independent local organisations selected by CARREFOUR or its partners for employees and management.
- The supplier undertakes, furthermore, to ensure that the production stages considered to be sensitive and performed outside the production site listed by CARREFOUR are also inspected. Accordingly, it agrees to provide CARREFOUR with information - names, addresses, etc. - relating to all its sub-contractors in order to ensure the transparency of the supply chain involved in the preparation of the product.
- The supplier identifies and implements monitoring of its main environmental impacts (energy, water, chemical products, waste, etc.).

Failure to comply with the undertakings of the Charter by the supplier shall result in the immediate termination of the commercial relationship with the production site at which the violation was observed, or the immediate and automatic termination of the General Terms and Conditions of Supply by CARREFOUR and, where applicable, shall be subject to damages that may be claimed from the Supplier.

CARREFOUR'S COMMITMENTS IN RELATION TO ITS SUPPLIERS

Carrefour is aware that compliance with this Charter is only possible as part of a collaborative relationship with its suppliers, and so undertakes not to impose conditions on its suppliers that would prevent them from implementing this Charter. Furthermore, CARREFOUR undertakes to support its suppliers, insofar as possible, in implementing this

Charter and, more specifically, in deploying corrective actions. Carrefour also undertakes, in its commercial relations, to adhere to the ethical principles established by the Group for its employees.

IN CONCLUSION

In accordance with the applicable regulations relating to the principles of this charter, each supplier must set up a prevention and monitoring system designed to manage its main social and environmental risks, taking into account the specific features of its sector of activity and the countries in which it operates. The supplier must also set up an information and training system for employees exposed to risk.

To ensure a chain of trust across all parties involved, Carrefour expects its suppliers to share these principles with their own suppliers, service providers and subcontractors, as part of an information and awareness-raising approach.

In the event that a supplier, service provider or any person concerned becomes aware of a situation or behaviour that conflicts with this charter, they may report it confidentially via the Carrefour ethics line available 24 hours a day, 7 days a week, in all Group languages via the Internet or telephone. Details of the ethics line can be found at <http://ethique.carrefour.com>.

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