



Nestlé Skin Health

# The Nestlé Skin Health Supplier Code



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### Preamble

Nestlé Skin Health's ambition is to be recognized as the most competent and successful innovation-based company focused exclusively on meeting the needs of dermatology patients and physicians.

Implicit in our ambition are commitments to undertake and promote research and innovation, to be accountable for high quality manufacturing, distribution and promotion, and to ensure that healthcare professionals and patients receive training and information on the appropriate use of our products.

Our patients and healthcare professionals expect similar behavior from all the parties, partners and suppliers that we deal with in our Business. The Nestlé Skin Health Code of Ethics sets out our values and principles for business conduct. The Supplier Code ("the Code") allows us to enforce the Corporate Business Principles by establishing the standards (below I-VII) that we require our suppliers, their employees, agents and subcontractors ("the Supplier"), to adhere to when conducting business for Nestlé Skin Health. It is the Supplier's responsibility to communicate these requirements to their employees, agents and subcontractors and to train them accordingly.

By accepting the Code, the Supplier commits to ensuring that all existing and future agreements or business relationships with Nestlé Skin Health comply with the provisions contained herein.

### I. Business integrity

#### **Compliance with applicable laws and regulations**

The Supplier must comply with all applicable laws and regulations

#### **Improper Advantage**

In all activities, the Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain business or any other advantage from a third Party, whether public or private, nor must the Supplier accept any such advantage in return for any preferential treatment by a third Party.

### II. Environment

The Supplier must operate with respect for the environment and ensure compliance with all applicable laws and regulations in the country where products or services are manufactured or delivered.

The supplier should do his utmost to reduce and even eliminate emission sources generated by his activities, to preserve natural resources (water, and non-renewable resources), avoid or minimize the use of hazardous substances and when possible promote waste recycling or re-use.



### III. Labor standards

#### **Prison and forced labor**

The Supplier must under no circumstances use or in any other way benefit from forced labor. Likewise, labor in the form of indentured servitude is prohibited, as is the use of corporal punishment, confinement, threats of violence or other forms of harassment or abuse as a method of discipline or control. The Supplier shall not utilize factories or production facilities that oblige work to be carried out by unpaid or indentured laborers, nor shall the Supplier contract for the manufacture of products with subcontractors that engage in such practices or utilize such facilities.

#### **Child labor**

As referenced by the international convention for children's rights (art.32) and the OIT convention (art.138 and 182), the use of child labor by the Supplier is strictly prohibited, as it places children at risk or can compromise their schooling or negatively impact their physical, mental, spiritual, moral or social development.

#### **Working hours**

The Supplier must ensure that his/her employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked. In the event of conflict between a statute and a mandatory industry standard, the Supplier must comply with the one taking precedence under national law.

#### **Compensation**

The Supplier's employees must be provided with wages and benefits that comply with national and local applicable laws and binding collective agreements, including those pertaining to overtime work and other premium pay arrangements and other social protection related terms.

#### **Non-Discrimination**

The Supplier shall implement a policy that conforms to the applicable law prohibiting discrimination in hiring and employment practices on the grounds of race, color, religion, sex, age, physical ability, national origin, or any other legally-prohibited grounds.

### IV. Safety and health

#### **Workplace Environment**

The Supplier shall provide employees with safe and healthy working /housing conditions. At the very least, potable drinking water, adequate sanitation, tire exits and essential safety equipment, access to emergency medical care, appropriately lit and equipped work stations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and ordinances.

#### **Product quality and safety**

All products and services delivered by the Supplier must meet the quality and safety standards required by law. When conducting business with or on behalf of Nestlé Skin Health, the Supplier must comply with the Nestlé Skin Health quality requirements.



## **V. Animal welfare**

In the case where the supplier is required by law and regulations and in the frame of his assignment to conduct animal research, he must ensure that the animals are treated in a humane and ethical manner, with minimal pain and stress.

The use of animals in testing should be performed only after considering the possibility of reduce in the number of animals and using non-animal models and alternative technologies whenever possible, in compliance with industry/government regulations.

## **VI. Confidentiality**

The supplier shall respond appropriately to properly use and protect the confidential data related to people, patients, healthcare professionals and employees. Confidential information shared by Nestlé Skin Health shall be treated in such a way that its non-disclosure can be guaranteed.

## **VII. Nestlé Skin Health representation**

In the case where the supplier is elected to represent Nestlé Skin Health against third parties or institutions, the supplier is required to respect the dispositions and principles of the Nestlé Skin Health Code of Ethics, especially about relationships between patients, healthcare professionals and authorities.

## **VIII. Audit and termination of the supply agreement**

Nestlé Skin Health reserves the right to check the Supplier's compliance with the Code. Should Nestlé Skin Health become aware of any actions or conditions not in compliance with the Code, the company reserves the right to demand corrective measures. Nestlé Skin Health also reserves the right to terminate an agreement with any supplier who does not comply with the Code.