

Barentz Supplier Code of Conduct

Barentz strives to be the global life science and specialty ingredients distributor connecting leading ingredient manufacturers with customers across human nutrition, pharmaceuticals, personal care and animal nutrition. Integrity, transparency and compliance are fundamental to how Barentz conducts business and builds long-term relationships with suppliers, customers and other partners.

This Supplier Code of Conduct describes the standards Barentz expects from suppliers in relation to business integrity, human and labour rights, health and safety, the environment, product quality and global trade. It complements, and does not replace, the supplier's contract, quality agreement or other binding requirements agreed with Barentz.

Suppliers must comply with applicable laws and regulations in the jurisdictions in which they operate and with the principles in this Code. Where applicable law and this Code differ, the supplier must comply with applicable law and, to the extent legally permitted, apply the higher standard. Suppliers are also expected to communicate the relevant principles of this Code to subcontractors and other business partners involved in supplying Barentz and to apply proportionate, risk-based controls within their own supply chains.

Ethics and Social Responsibility

Suppliers shall conduct business ethically, responsibly and transparently. Suppliers shall maintain policies, controls and records appropriate to their size, activities and risk profile and shall cooperate with reasonable Barentz compliance and due-diligence requests.

Business Integrity

Suppliers shall comply with all applicable anti-bribery and anti-corruption laws, including, where applicable, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Suppliers shall not, directly or indirectly, offer, promise, give, request or accept any bribe, kickback, facilitation payment or other improper advantage. Gifts, hospitality, travel, sponsorships and charitable contributions must be reasonable, transparent, accurately recorded and never intended to improperly influence a decision.

Suppliers shall conduct proportionate due diligence on agents, intermediaries and other third parties acting on their behalf and shall maintain accurate books, records and internal controls.

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Barentz International Burnhamstraat 8 • 2132 HB Hoofddorp • The Netherlands • Tel + 31 (0) 23 567 34 56
Fax + 31 (0) 23 567 34 00 • **Email** info.desk@barentz.com • **Website** www.barentz.com

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Anti-Money Laundering, Fraud and Financial Integrity

Suppliers shall comply with applicable anti-money laundering and counter-terrorist financing laws. Suppliers shall not knowingly participate in transactions involving proceeds of crime, fraud, false invoicing, tax evasion or other unlawful conduct. On reasonable request, suppliers shall provide accurate ownership, control, banking and other know-your-business information required for Barentz compliance checks.

Competition and Antitrust

Suppliers shall comply with applicable competition and antitrust laws and shall not participate in price fixing, market or customer allocation, bid rigging, unlawful information exchange, resale price maintenance or abuse of a dominant position. Competitively sensitive information received through the relationship with Barentz must be handled lawfully and only for the agreed purpose.

Conflicts of Interest

Suppliers shall avoid actual or apparent conflicts of interest and promptly disclose any relationship, financial interest or other circumstance that could improperly influence, or appear to influence, the supplier's dealings with Barentz.

Confidentiality, Data Protection and Responsible Use of AI

Suppliers shall protect confidential information and personal data entrusted to them by Barentz and use such information only for authorised purposes. Suppliers shall comply with applicable data protection and privacy laws and maintain appropriate technical and organisational measures to protect personal data and confidential information against unauthorised access, loss, misuse, alteration or disclosure.

Where a supplier processes personal data on behalf of Barentz, the supplier shall only do so in accordance with Barentz's instructions and the applicable contractual and data processing requirements, and shall promptly notify Barentz of any actual or suspected personal data breach affecting Barentz data.

Where artificial intelligence or automated technologies are used in providing goods or services to Barentz, suppliers shall comply with applicable AI laws and use such technologies responsibly, with appropriate governance, human oversight, security and safeguards having regard to the nature and risks of the use.

Suppliers shall not use Barentz confidential information, personal data or intellectual property to train, fine-tune or otherwise improve any artificial intelligence model or system, or input such information into publicly accessible or unauthorised AI systems, without Barentz's prior written authorisation. Suppliers shall respect intellectual property rights and shall not infringe or make unauthorised use of Barentz's or any third party's intellectual property, including through the use of artificial intelligence.

Human Rights and Labour Standards

Suppliers shall respect internationally recognised human rights and avoid causing or contributing to adverse human-rights impacts. Suppliers shall take proportionate steps to identify, prevent, mitigate and, where appropriate, remediate material adverse impacts in their operations and supply chains.

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Forced Labour, Modern Slavery and Responsible Recruitment

All work must be freely chosen. Forced, bonded or compulsory labour, slavery, servitude, unlawful prison labour, trafficking and improper retention of identity documents are prohibited, consistent with ILO Convention No. 29 and applicable law. Workers shall not be charged recruitment fees and shall be free to leave employment on reasonable notice, subject to applicable law.

Child Labour

Suppliers shall not use child labour. Workers must meet the minimum employment age under applicable law and the core ILO standards. Persons under 18 must not perform hazardous work or work that may harm their health, safety, morals or education.

Fair Treatment, Non-Discrimination and Inclusion

Suppliers shall provide a workplace free from violence, harassment, inhumane treatment and unlawful discrimination. Employment decisions shall be based on legitimate job-related criteria. Workers must be treated with dignity and respect.

Wages, Working Time and Freedom of Association

Suppliers shall comply with applicable laws on wages, benefits, working time, overtime, rest periods, leave and freedom of association. Wages shall be paid accurately, regularly and in legal tender. Suppliers shall respect lawful rights to organise and bargain collectively and shall not retaliate against workers exercising those rights.

Worker Voice and Grievance Mechanisms

Suppliers shall provide accessible channels through which workers can raise concerns confidentially and without retaliation. Reported concerns should be assessed and addressed promptly and fairly.

Land and Community Rights

Suppliers shall respect legitimate land, property and community rights, including the rights of indigenous peoples. Transactions involving land or natural resources shall comply with applicable law and, where relevant, principles of free, prior and informed consent.

Responsible Care

Barentz strives for excellence in environmental, health, safety and security performance. Suppliers are expected to manage their operations responsibly, protect workers and communities and minimise material environmental impacts.

Health and Safety

Suppliers shall provide safe and healthy working conditions, identify and control chemical, biological, physical and ergonomic hazards, provide appropriate training and protective equipment, maintain emergency plans and allow workers to raise safety concerns without retaliation. Workers shall not be required to perform work presenting an imminent and serious danger without appropriate controls.

Environmental Compliance and Responsible Operations

Suppliers shall comply with applicable environmental laws and maintain required permits and registrations. Suppliers shall use resources responsibly, manage hazardous materials and waste safely, prevent pollution and accidental releases, and seek proportionate reductions in energy use, greenhouse-gas emissions, water use, waste and other material environmental impacts.

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Product Quality, Safety and Regulatory Compliance

Suppliers shall supply products and services that comply with agreed specifications, applicable product-safety, quality and regulatory requirements, and all licences, registrations and certificates applicable to their role. Quality systems and third-party certification shall be maintained where required by law, contract, agreed specifications or the nature of the product or service.

- maintain appropriate traceability, testing, change-control and record-keeping systems;
- provide accurate specifications, safety data, certificates, regulatory status and other product information;
- promptly notify Barentz of actual or suspected defects, contamination, adulteration, non-conformity, safety concerns, regulatory action or potential recalls;
- not make material product, manufacturing, process, site, source or service changes without the notification or prior approval required by the relevant contract, specification or quality agreement; and
- cooperate promptly in investigations, containment, withdrawal, recall, corrective action and regulatory reporting.

Sanctions, Export Controls and Global Trade

Suppliers shall comply with all economic sanctions, export controls, import controls, customs and trade laws applicable to their activities and to the supply of goods or services to Barentz, including applicable restrictions of the European Union, United Kingdom, United States, United Nations and relevant local jurisdictions.

- not supply goods or services involving a prohibited or restricted party, country, territory, end-user or end-use unless lawfully authorised and approved in advance by Barentz;
- not evade, circumvent or facilitate the circumvention of sanctions or export controls, including through trans-shipment, re-routing, misdescription or use of intermediaries;
- maintain risk-based screening and due diligence appropriate to the supplier's activities and geography;
- provide accurate tariff classification, export-control classification, country-of-origin and other trade data reasonably requested by Barentz;
- obtain and maintain required licences, permits and authorisations; and
- promptly notify Barentz if a restriction, designation, ownership or control issue, license condition or other trade-compliance concern may affect performance or create a risk for Barentz.

Reporting Concerns

Suppliers shall promptly report to their Barentz contact or the Barentz Legal Department any credible concern that could materially affect Barentz or the supplier's performance, including suspected bribery, fraud, sanctions or export-control breaches, serious human-rights abuse, product-safety or regulatory issues, serious environmental incidents, data breaches or retaliation against whistleblowers. Reports made in good faith must not result in retaliation. Nothing in this Code prevents lawful reporting to a competent authority.

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Compliance, Assessment and Remediation

Suppliers shall maintain policies, controls and records proportionate to their size, risk profile and activities. On reasonable request, suppliers shall provide information and evidence necessary for Barentz to assess compliance with this Code. Barentz may conduct or commission proportionate, risk-based assessments, including document reviews, questionnaires, certifications or audits, subject to applicable law, confidentiality, data protection, safety and reasonable notice requirements.

Where a deficiency is identified, Barentz may require a time-bound corrective action plan and evidence of remediation. The supplier shall cooperate in investigating and remediating actual or suspected non-compliance, including within its relevant supply chain.

Consequences of Non-Compliance

Barentz will consider the nature, severity, duration and recurrence of the non-compliance, the supplier's cooperation and the adequacy of remediation. Depending on the circumstances, Barentz may require corrective action, enhanced due diligence, suspension of new business, suspension of performance or termination of the relevant relationship, in each case in accordance with applicable law and contractual rights. Nothing in this Code limits any contractual or legal right or remedy available to Barentz.

Supplier Acknowledgement

The supplier confirms that it has received and reviewed this Code, will comply with its applicable requirements, and will communicate relevant requirements to personnel and business partners involved in supplying Barentz.

Supplier name	
Representative	
Title	
Signature	
Date	
Email	

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