



# **INDIRECT PURCHASING**

# **CODE**

## **of conduct**

**ADEO SUPPLIERS**  
**V. 30/06/2023**



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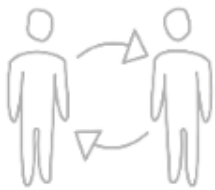
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# 1. THE KEY ELEMENTS OF ADEO CULTURE

ADEO is a platform of companies that are open and connected with partners. Every day, we make products and solutions available, either in store or online, that are useful for inhabitants and housing professional projects. Living in a healthy, secure, responsible, sustainable, economical and comfortable environment is crucial for the well-being of inhabitants everywhere around the world. We are all motivated by a shared purpose: to be useful. Useful to ourselves, to others and to the world.

**We make home a positive place to live**

**Our purpose is expressed in a single strategy : to build the global platform for a positive place to live.**

**It is through this strong commitment, which mobilizes our companies and our 150 000 leaders, that we can meet the needs of inhabitants, wherever we are.**

Each of the companies composing the ADEO community has **strong values that are shared by all collaborators and lived out on a daily basis**. Our values define our behaviour within our companies but also within our ecosystem of customers, suppliers, service providers, administrations, etc.

This Indirect Purchasing Code of Conduct demonstrates the determination of ADEO and all its member companies (hereinafter "ADEO") to apply the principles and values of ADEO to all of its Suppliers (as defined below).



## 2. TO WHOM DOES THIS ADEO INDIRECT PURCHASING CODE OF CONDUCT APPLY?

This ADEO Indirect Purchasing Code of Conduct applies to **all ADEO Suppliers**, as defined below, subject to any specific local legal conditions.

“Supplier” means any person or entity which:

- directly or indirectly provides services to ADEO Group companies worldwide (including any agents or intermediaries);
- directly supplies goods to ADEO companies that are not intended for sale to ADEO customers.

This definition applies to all parts of this Code, unless otherwise specified in the text. Where the term “Supplier Signatory” is used, it refers only to the supplier signatory of this Code.

The Supplier shall ensure the application of the Code's measures to its subsidiaries, sister companies, subcontractors and suppliers working with ADEO, as defined by the Code's components.

Provided that the provision of this Code of Conduct is not contrary to local law or regulation. When the Code of Conduct for Indirect Purchasing is more demanding than local laws or practices, as a Supplier, I commit to respect the present Code of Conduct which must take precedence for entities in relation with ADEO.

As a Supplier, I therefore undertake to sign the Indirect Purchasing Code of Conduct and to collaborate with ADEO companies to implement it and, if necessary, to take any appropriate corrective measures in a continuous improvement process.

Compliance with the principles of this Indirect Purchasing Code of Conduct is essential and decisive for the continuity of relations between ADEO companies and its Suppliers.

ADEO may modify the Indirect Purchasing Code of Conduct at any time in order to be able to respond appropriately to legislative changes or new situations. On this occasion, the new version of the Code will be submitted to you for renewed approval.



## 3. ADEO COMMITMENTS

**ADEO Suppliers play a key role in the growth and success of the ecosystem that ADEO wishes to create with their contribution. ADEO is committed to respect the principles hereafter with suppliers who share the same values and who are involved in the same approaches as ADEO, illustrated in this Code. It is therefore important to recall the commitments we make to them.**

### A. SELECTION OF SUPPLIERS

The selection of Suppliers is carried out through an objective, fair purchasing or integration process based on defined criteria such as qualifications, function, experience and performance.

Communication of their non-selection in a call for tenders is made to the Suppliers not selected.

### B. ETHICAL BEHAVIOUR OF THE ADEO COMMUNITY

ADEO has formalised the behaviours expected from its employees in the ADEO Code of Ethical Conduct which is addressed to them and which constitutes their frame of reference to be respected. The 10 commitments concern:

- Safety
- Diversity
- Sexist behaviour and harassment
- Personal data protection
- Conflicts of interest
- Invitations and gifts
- Corruption and facilitation payments
- Relations with suppliers, service providers and intermediaries
- Grants, patronage, sponsoring, lobbying
- Fight against fraud

As a result, all our decisions in our Suppliers selection are also based on these ethical principles.

## C. REDUCTION IN THE RISK OF SIGNIFICANT ECONOMIC DEPENDENCY

ADEO ensures that Suppliers are not in a state of significant economic dependency which could endanger their activity, by inviting them, for example, to constantly diversify their clients.

Otherwise, the Supplier :

- keeps its ADEO correspondent informed of the evolution of the situation (appearance or disappearance of this risk),
- takes actions to get out of this state as soon as possible..

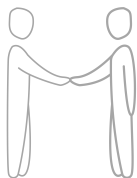
## D. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Both ADEO and the Supplier undertake to keep confidential the technical, commercial and financial information that each wishes to protect and in particular to respect the intellectual property rights of the other as provided for by local regulations and the contract between the parties.

## E. MUTUAL EFFICIENCY

In order to improve mutual efficiency with its Suppliers, ADEO is particularly careful to improve coordination, to continuously improve its practices, and to anticipate orders to Suppliers as far in advance as possible in order to limit the risk of sudden changes in order volumes.

ADEO wants collaboration with suppliers to contribute to a positive impact and create value for all stakeholders. ADEO wishes to guarantee for each party a sharing of the value created and a fair profit.



## 4. YOUR COMMITMENTS

### A. SOCIAL ASPECT

ADEO's approach is based on respecting and promoting fundamental principles concerning human rights and working conditions.

Each Supplier must ensure that it respects and enforces fundamental principles relating to human rights and working conditions, and applicable legislation.

## 1. Health and safety of employees and stakeholders

### Therefore, as a Supplier, I commit to:

- Comply with law and regulations and take the necessary measures to ensure a safe and healthy working environment for my employees, and to preserve their physical integrity.
- Assess health and safety risks, set up prevention procedures and action plans to eliminate or reduce these risks, and prepare workers to react in the event of an emergency.
- Implement procedures and systems to prevent, manage and monitor work-related accidents and illnesses.
- Ensure that products sold and/or delivered to Adeo meet safety standards defined by Adeo (e.g. palletization of products).

Adeo values suppliers who have obtained health and safety management certification in order to assess, control and anticipate the risks associated with their activities, as well as to raise awareness among employees and suppliers (ISO 45001 or equivalent).

## 2. Diversity

Working with ADEO means working with a company that promotes diversity in all its forms, whether that of its teams or that of the partners with whom it interacts.

Similarly, any discrimination, in particular based on origin, sex, disability, family situation, pregnancy, state of health, sexual orientation, age, political and philosophical opinions, trade union activities, belonging or not belonging, real or supposed, to an ethnic group, nation or religion is prohibited.

ADEO fully adheres to the laws and international agreements that fight against discriminatory behaviour and goes even further, by adhering to:

- the United Nations Global Compact : SDGs
- the Women's Empowerment Principles (WEPs)
- the ILO Global Business Disability Network

ADEO's supplier selection and assignment decisions are based both on objective criteria such as the Supplier's qualifications, function, experience and performance, as well as on the ability to promote and respect diversity within its structures.

### **Therefore, as a Supplier, I commit to:**

- Fully respect the laws and international agreements that fight against these behaviours.
- Support and promote our commitment to a working environment free of all forms of discrimination or/and harassment both in my company and in my relationship with ADEO.
- Ensure that a culture of mutual respect is maintained and promoted.
- Report to ADEO any situation contrary to these principles involving an ADEO employee that I am aware of, whether this behaviour comes from one of my colleagues or from an ADEO employee.



### 3. Fight against harassment and sexist behaviour

**Each of us has the right to respect and human dignity. At ADEO, this principle is fundamental to the way we work with our ecosystem.**

**Any behaviour or action that could go against this right, and in particular any form of moral and/or sexual harassment, is unacceptable.**

Moral harassment is manifested by behaviour, words, repeated and hostile acts that undermine the dignity or integrity of the person employee.

Sexual harassment is the repeated imposition on a person, of whatever sex, of comments or behaviour with a sexual connotation which violate his or her dignity because of their degrading or humiliating nature or which create an intimidating, hostile or offensive situation. The same applies to any form of pressure, even if not repeated, with the real or apparent aim of obtaining an act of a sexual nature for the benefit of the harasser or a third party.

In addition to harassment, it is also everyday sexist behaviour that we do not tolerate at ADEO. It is incompatible with the development of an inclusive culture.

#### **Therefore, as a Supplier, I commit to:**

- Adopt exemplary behaviour by not taking any action that can be qualified as harassing or sexist.
- Prevent any act of harassment or sexist behaviour by my employees.
- Have any behaviour stopped if I am told it is inappropriate.
- Denounce any situation of sexist behaviour or harassment involving an ADEO employee that I am aware of, whether this behaviour comes from one of my colleagues or from an ADEO employee

## B. BUSINESS ETHICS ASPECT

The general principles of the ethical component apply to all Suppliers. The formal elements (honorability & transparency) apply only to ADEO's Signatory Suppliers.

### 1. Gifts, invitations and travel

Gifts, invitations and travel can influence independence of judgement in the context of business relations, as well as independence with our partners.

The rule is not to offer anything to ADEO employees.

#### Therefore, as a Supplier, I commit to:

- Refrain from inviting an ADEO employee to a sporting, cultural or leisure event.
- Refrain from inviting an ADEO employee on a non-business trip.
- For business travel, respect the criteria defined by ADEO. Namely, ADEO covers the travel expenses of its employees. The payment of all or part of the business travel expenses of ADEO's employees by the Supplier is only possible with the express authorisation of the ADEO employee manager.
- Do not give any gifts, whether money, material goods or services, with the exception of small promotional "goodies", such as promotional pens, mugs, etc.
- Do not accept any gifts from ADEO employees unless they are "goodies".
- For any meal, accept that everyone takes their share, or possibly, the ADEO employee could (i) invite me in accordance with their internal policies on the matter or (ii) I could invite them with the agreement of their manager according to the ADEO process.
- Refrain from soliciting, in exchange for a good, service or other, any advantage (commercial discount, equipment, etc.) that could influence my professional decision-making.

## 2. Conflicts of interest

**As a Supplier, I am particularly careful to prevent or avoid any situation of conflict between my personal and professional interests. In the context of my relationship with ADEO, I act solely within the framework of a professional relationship, without ever trying to gain a personal advantage. My conduct must be honest so as not to damage the reputation of my company or that of ADEO.**

### **Therefore, as a Supplier, I commit to:**

- Inform ADEO of any potential or proven conflict of interest situations. ADEO will decide what action to take.
- Refrain from concealing from ADEO a situation of potential or proven conflict of interest.
- Refuse to participate in, to supervise, or influence any professional decision concerning a member of my family, a personal relationship or a person employed by ADEO to whom I am financially committed.

## 3. Corruption and facilitation payments

**Corruption and facilitation payments are prohibited.**

**It is any undue advantage (sum of money, benefit in kind such as a gift, even a modest one, etc.) paid on a personal basis to a public or private person for the performance, non-performance or acceleration of routine acts (customs clearance, issuing of permits, etc.).**

### **Therefore, as a Supplier, I commit to:**

- Refrain from offering, promising, granting or authorising the remittance of a facilitation payment or any other undue advantage to :
  - o An ADEO employee in order to obtain any advantage from the latter;
  - o A legal or natural person, private or public, in particular within the framework of the execution of my service for ADEO.
- Refuse any direct or indirect requests for a facilitation payment or any undue advantage from an ADEO employee or from a private person (e.g. auditors, control laboratories, etc.) or public, in particular within the framework of the performance of my service for ADEO.

## 4. Honorability & transparency

**Any Signatory Supplier will be required to follow a process so that ADEO can verify its good standing.**

**Any Supplier must ensure that procedures are in place to ensure that accounting transactions are not used to conceal corruption.**

### Therefore, as a Supplier, I commit to:

- Responding to questionnaires sent and other requests for documents from ADEO related to the conduct of honorability reviews.
- Ensure that all services and deliveries are defined as precisely as possible.
- Check that the financial compensation is justified and proportionate to the nature and importance of the services and deliveries provided.
- Comply with the applicable legal rules on traceability and bookkeeping.
- Check that when payment requests are made to ADEO, the contractual chain is respected. Thus, it is one and the same company that signs the contract with ADEO, issues the invoice, and holds the bank account to which the transfer is made. When the supplier is not registered in the European Economic Area, its bank account must be domiciled in its country of registration.

## 5. Compliance with international sanctions

**ADEO is subject to compliance with applicable national and international laws and regulations regarding the control of its imports and exports. ADEO ensures the legality of its trade and must also ensure that its activities are carried out in full compliance with the economic and financial sanctions regimes imposed by International Organisations and States, and countries where ADEO operates, including the United Nations, the European Union and [add BU country].**

### Therefore, as a Supplier, I commit to:

- Comply with applicable laws and regulations on economic sanctions or embargoes,
- Provide information relating to the application of these sanctions if requested by ADEO.

## C. DATA COMPLIANCE ASPECT

**This section applies only to ADEO's Signatory Suppliers.**

**ADEO has ambitious commitments with regard to the processing protection of personal data, over and above the regulatory constraints which must be respected at all times. Thus ADEO wishes to build a lasting relationship of trust with its customers-inhabitants, partners and Suppliers.**

**Therefore, from the moment when I have access to the data of ADEO customers-inhabitants and/or its employees, as a Supplier, I commit to:**

- Use the personal data of the persons concerned, in compliance with the regulations in force, the ethical principles and the values of ADEO.
- Ensure the localisation of personal data in accordance with the laws and regulations applicable to me.
- Ensure optimal security of personal data.
- Set up retention periods for personal data that are relevant to the uses defined and communicated.
- Respect all the rights attached to the persons concerned with regard to personal data protection.
- Notify any loss or breach of personal data within 24 hours
- If my service involves the collection of personal data directly from ADEO's customer-inhabitants or ADEO's employees :
  - Communicate in advance and clearly to customer-inhabitants or employees the uses related to the collection of personal data.
  - Obtain free, specific and informed consent from customers-inhabitants or employees prior to the collection and use of their personal data and to be able to justify it, in compliance with applicable laws, regulations and contractual provisions.



## 5. MONITORING OF COMMITMENTS

- **Communication and information**

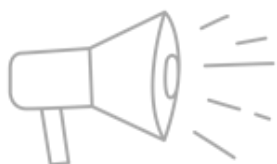
**As a Supplier, I undertake to communicate for application this ADEO Indirect Purchasing Code of Conduct to all my employees working with ADEO as well as to stakeholders, as defined above, working for ADEO.**



## 6. PENALTIES AND CONSEQUENCES OF NON-COMPLIANCE WITH THE INDIRECT PURCHASING CODE OF CONDUCT

**As a Supplier, I acknowledge that compliance with the principles set out in this Indirect Purchasing Code of Conduct is an essential element of the commercial relationship with ADEO.**

**Failure to comply with any of the provisions of this Code may result, in accordance with the provisions of the contract, in immediate corrective measures or, depending on the seriousness of the failures and/or lack of corrective action plans, in termination of the contract.**



## 7. HOW TO REPORT A BEHAVIOUR OR SITUATION CONTRARY TO THE INDIRECT PURCHASING CODE OF CONDUCT?

**In case of any behaviour or situation contrary to the Indirect Purchasing Code of Conduct and in order to report it to ADEO, a secure alert channel is set up.**

**This channel is a tool for you to share with us the situations you wish to bring to our attention.**

### **As a Supplier, I commit to:**

- Inform through the alert channel, as soon as possible after discovery, any breach of the rules of the Indirect Purchasing Code of Conduct.

### **Who can report?**

**The alert channel is open to any ADEO's Supplier and their subcontractor as well as their respective employees, subsidiaries, subcontractors and suppliers working with ADEO.**

**The author of the report must act in good faith, i.e. without malice or without seeking any personal gain. At the time of the report, he must have evidence to believe in the truthfulness of the reported statements.**

### **As such, as a Supplier, I undertake to:**

- Inform my collaborators, subsidiaries, subcontractors and suppliers working with ADEO of the existence of this alert channel.

### **How to report ?**

All reports should be made via the alert channel accessible through the following link:

**<https://adeo.whispli.com/lp/third-parties>**



# Protection of the alert author

## 1. Confidentiality & Discretion

The author of the alert has the possibility to remain anonymous or to make his/her identity known at the time of the alert or during the processing. ADEO takes all necessary measures to protect the identity of the author, the persons involved and the persons targeted by the report.

Information, investigations and reports resulting from an alert will also be treated with the utmost confidentiality.

## 2. Protection of the alert author

The author of an alert issued in good faith is protected with regard to the facts reported. The same protection is afforded to any third party facilitating in good faith the issuing of the alert or its handling (e.g. as a witness). The author of a report made in good faith may not be punished, or be the subject of a discriminatory measure or direct or indirect reprisals, even if the facts reported do not prove to be justified after investigation.





## 8. SIGNATURE

**As a Supplier, I hereby confirm:**

- **That I have received and fully read the present ADEO Indirect Purchasing Code of Conduct.**
- **That I support and undertake to comply with its principles and that not complying with them may be considered as a breach of my obligations likely to lead to the application of the penalties specified above.**
- **That I will inform my own employees, suppliers and subcontractors of this ADEO Indirect Purchasing Code of Conduct as soon as they are in a business relationship with ADEO and that I will ensure their compliance.**

Company name  
of **the Supplier**:

Name and position  
of representative:

Signature:

Signed in:

On: ...../...../.....  
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