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# The Nestlé Supplier Code



**Issuing Function**

Corporate Procurement

**Author/issuing department**

Corporate Procurement

**Target audience**

Suppliers and co-manufacturers to Nestlé,  
Nestlé Procurement

**Replaces**

Nestlé Principles of Purchasing

**Repository**

All Nestlé Principles and Policies, Standards and  
Guidelines can be found in the Centre online repository at:

*<http://intranet.nestle.com/nestledocs>*

The Nestlé Supplier Code can also be found at:

*[www.nestle.com/suppliers](http://www.nestle.com/suppliers)*

**Approver**

Executive Board, August 2010

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# Preamble

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Nestlé not only delivers high quality products but we do so in a way that reflects the Company's commitment to conduct our business activities in full compliance with applicable laws and to be guided by integrity and honesty. Our consumers expect similar behaviour from all parties that we deal with, especially from our suppliers. The Nestlé Corporate Business Principles prescribe certain values and principles to which Nestlé has committed worldwide. This Supplier Code ("the Code") specifies and helps the continued implementation of the Corporate Business

Principles by establishing certain non-negotiable minimum standards (below I - VII) that we ask our suppliers, their employees, agents and subcontractors ("the Supplier"), to respect and to adhere to when conducting business. It is the Supplier's responsibility to educate its employees, agents and subcontractors accordingly.

By acceptance of the Code, the Supplier commits that all existing and future agreements and business relationships with Nestlé will be subject to the provisions contained herein.

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## I. Business integrity

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

The Supplier must comply with all applicable laws and regulations.

### **Improper Advantage**

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

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## II. Sustainability

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Nestlé supports and encourages operating practices, farming practices and agricultural production systems that are sustainable. This is an integral part of Nestlé's supply strategy and supplier development. Nestlé expects the Supplier to Nestlé to continuously strive towards improving the efficiency and sustainability of its operations, which will include water conservation programs.

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## III. Labour standard

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### **Prison and forced labour**

The Supplier must under no circumstances use or in any other way benefit from forced or compulsory labour. Likewise, the use of labour under any form of indentured servitude is prohibited, as is the use of physical 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 force work to be performed by unpaid or indentured labourers, nor shall the Supplier contract for the manufacture of products with subcontractors that engage in such practices or utilize such facilities. Where a Supplier is using labourers who are in an official prison rehabilitation scheme, such an arrangement is not considered a breach of the Code.

### **Child labour**

The use of child labour by the Supplier is strictly prohibited. Child labour refers to work that is mentally, physically, socially, morally dangerous or harmful for children, or improperly interferes with their schooling needs.

### **Working hours**

The Supplier must ensure that its 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 applicable laws and binding collective agreements, including those pertaining to overtime work and other premium pay arrangements.

### **Non-Discrimination**

The Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, colour, religion, sex, age, physical ability, national origin, or sexual orientation.

### **Freedom of association and collective bargaining**

Unless prevented by governmental policies or norms, Suppliers should grant their employees the right to Freedom of Association and Collective Bargaining.

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## IV. Safety and health

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### **Workplace Environment**

The Supplier shall provide employees with safe and healthy working and, where provided, safe housing conditions. As a minimum, potable drinking water, adequate sanitation, fire 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 applicable law. When conducting business with or on behalf of Nestlé, the Supplier must comply with the Nestlé quality requirements.

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## V. Environment

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

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## VI. Supplying farmers

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The Supplier shall ensure that supplying farmers become fully aware of the Code, the provisions stated therein and their meaning and implications for their farming methods. The Supplier will use appropriate communication tools, which may include posters at collection centres and at reception stations, and will provide education and training sessions as necessary.

The Code will form part of the training programmes of the Nestlé Agricultural Service Teams. When Nestlé enters into direct business relationships with farmers, Nestlé utilizes alternative communication tools to ensure that such farmers understand the provisions of the Code.

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## VII. Audit and termination of the supply agreement

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Nestlé reserves the right to verify the Supplier's compliance with the Code.

In case Nestlé becomes aware of any actions or conditions not in compliance with the Code, Nestlé reserves the right to demand corrective measures. Nestlé reserves the right to terminate an agreement with any supplier who does not comply with the Code.

