



THE DESCOURS & CABAUD SUPPLIER CODE OF CSR COMMITMENTS



**Positive
Program**

THE CSR PROGRAM
OF DESCOURS & CABAUD



DESCOURS & CABAUD



DESCOURS & CABAUD

DEXIS **PROLIANS** **HYDRALIANS**

Founded in 1782, DESCOURS & CABAUD has built up a long-standing leadership position in the distribution of professional supplies.

Today, the Group is the leader in France, a major player in Europe and actively present in North America.

With over a million product references, it distributes the widest range on the market through its commercial brands, in particular:

- DEXIS, the partner of industrial sectors;
- PROLIANS, the partner of construction sectors;
- HYDRALIANS, the partner of the water and landscape sectors.

This supplier code aligns with the Group's commitments to the United Nations Sustainable Development Goals.

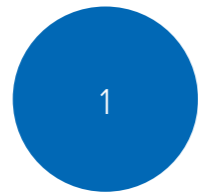
SUSTAINABLE DEVELOPMENT GOALS



Alongside the men and women who are its driving force, DESCOURS & CABAUD have been building trusted and ethical business relationships that have stood the test of time for over 240 years.

The purpose of this code of commitments is to ensure that our suppliers and service providers are part of the Group's foundational values and commitments. It is an integral component of the Positive Program that began in 2013 and took on renewed significance in 2023. With a view to achieving sustainable performance, it supplements and works in tandem with DESCOURS & CABAUD's corporate social responsibility (CSR) initiatives.





VISION AND COMMITMENT

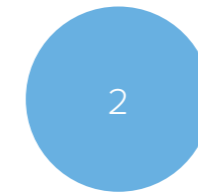
DESCOURS & CABAUD's vision turns its purchasing practices into opportunities to improve its social and environmental performance metrics along with all of its partners and stakeholders.

In its purchasing practices, the Group ascribes to the UN Sustainable Development Goals (SDGs), namely: SDG 8: Decent Work and Economic Growth, SDG 12: Responsible Consumption and Production, and SDG 13: Climate Action.

The Group's commitments are aligned with the standards set forth in the fundamental conventions of the International Labour Organization (ILO), the Universal Declaration of Human Rights, and the principles implemented by the UN Global Compact.

DESCOURS & CABAUD has committed to:

- respecting individual liberties (i.e., freedom of movement, freedom of thought and creed, and right of ownership);
- the right of association and the right to organise;
- banning all forms of forced labour;
- abolishing child labour;
- respecting everyone's right of protection from harassment and discrimination;
- providing occupational health and safety prevention;
- complying with the code of ethics on anti-corruption, anti-trust and conflict of interest;
- refusing to directly or indirectly provide supplies to conflict zones or to financially profit from intensive or unfair exploitation of natural resources that local communities rely on for their survival or way of life;
- complying with the precautionary principle on protecting the environment and natural spaces.



SUPPLIER COMMITMENTS

The term "Supplier" signifies any entity that supplies goods or services to a DESCOURS & CABAUD company.

The Supplier is bound to comply with the requirements stipulated in the DESCOURS & CABAUD Supplier Code of CSR Commitments in its own organization and supply chain.

The commitments made by the Supplier herein are de facto clauses of every business contract signed between DESCOURS & CABAUD entities and its Suppliers.

• Legal Compliance

The Supplier shall comply with the laws and regulations by which it is bound. In the event a commitment below exceeds the requirements of the Supplier's local laws, the provisions herein prevail.

• Individual and Fundamental Liberties

During its activities, the Supplier shall ensure it is not infringing upon the fundamental rights to freedom cited in the principle on human dignity, personal integrity, civil liberties (voting rights and eligibility), and the right to take legal action.

The Supplier shall not hinder individual liberties: the freedom of movement, religion, thought, opinion, and the principle of equality.

The Supplier shall refrain and be forbidden from associating with any partners whose practices infringe upon the aforementioned rights and liberties.

• Freedom of Association and the Right to Organize (ILO Conventions Nos. 87, 98 and 154)

The Supplier is required to guarantee a right to organize and collectively bargain, and to allow its employees the freedom to associate and join a labour union.

- **Abolition of All Forms of Forced Labor (ILO Conventions Nos. 29 and 105)**

The Supplier shall refrain from directly or indirectly profiting from any form of forced labour, traditional or modern slavery, namely as characterized by the act of forcing an individual to perform work that is non-remunerated or grossly under-compensated, as well as of enslaving a person for debt or by any means of blackmail.

The Supplier shall refrain from practicing human trafficking or aiding any operation that may qualify as such.

The Supplier may not base employment on the withholding of wages, benefits, belongings, pieces of identity, passports or work permits issued by the government. Employees shall have the right to freedom of movement and to terminate their employment with reasonable notice. At a minimum, it shall follow all of the International Labour Organization's directives on the abolition of forced labour.

- **Child Labor (ILO Conventions Nos. 138 and 182, and Recommendation No. 146)**

The Supplier guarantees that it has abolished all forms of child labour to produce and distribute its goods and services.

As such, the Supplier shall at a minimum comply with the recommendations from the International Labour Organization (ILO) and any local laws that may require a higher minimum working age.

- **Wages and Benefits**

The Supplier shall ensure that all employees receive wages aligned with the legal framework and company agreements. In particular, it guarantees that it pays minimum wage, overtime and bonuses, and does not exceed the maximum work hours.

The Supplier shall see that its employee compensation is commensurate with the labour provided without any discrimination.

Wage deductions and withholdings are strictly limited to the provisions stipulated by local laws and/or the labour union contracts in compliance with local regulations. The Supplier shall ensure its employees are fairly paid. Should this fair pay not be regulated by local laws or union contracts, it must at least allow employees to cover their basic necessities.

- **Work Hours and Time Off**

The Supplier shall comply with laws on time off and paid leave set forth in the regulations of the country in which it operates and/or company agreements that are more advantageous to the employee.

At a minimum and in all situations, employees have the right to at least one day off every seven days. When local laws allow, employees may opt to work additional hours on their days off if the law or company agreements entitle them to paid days off.



- **Health and Safety**

The Supplier must take all measures to provide a healthy and safe environment at the place of work and in the staff leisure area, as the case may be. Moreover, it must implement systems that alert, detect and respond to potential safety, health and security risks for all staff members and visitors.

- **Harassment and Abuse in the Workplace**

The Supplier shall institute a zero-tolerance policy on bullying and sexual harassment. It shall prohibit all forms of physical or mental abuse. It shall ensure that the necessary measures are taken to protect the victims of such offenses in the workplace, as required.

- **Discrimination (ILO Convention No. 111)**

In its business and employment practices, the Supplier shall refrain from using any form of discrimination, and comply with local discrimination laws. At a minimum, and where applicable above and beyond local legal requirements, it shall refrain from "any distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation."

- **Integrity and Ethics**

The Supplier shall conduct its business in following the principles of faithfulness, integrity and equity.

The Supplier is required to comply with all anti-fraud, anti-corruption and influence peddling laws, regulations, and codes. The Supplier shall refrain from committing or agreeing to any acts of corruption, whether active or passive.

In its relations with DESCOURS & CABAUD, the Supplier shall ensure that it is itself or through a third party not engaged in any endeavours to corrupt any person (or people in their entourage) while operating within the scope of projects produced or assigned by DESCOURS & CABAUD and, generally, associated with anyone apt to influence the market, including a member of a local or international authority. Specifically, the Supplier shall refrain from conducting any acts to demand, offer, promise, or bestow any undue advantages whatsoever (i.e., money, gifts, privileges).

As per the provisions above, the Supplier shall not use unlawful methods, such as blackmail or harassment, to influence its business relations with DESCOURS & CABAUD.

At all times, it shall be within the Supplier's ability to produce evidence that an anti-corruption policy has been implemented in the company and circulated among every single one of its employees.

Within the scope of its business relations with DESCOURS & CABAUD, the Supplier shall refrain from benefiting in any way whatsoever from a conflict of interest and from making a profit from a conflict of interest. It shall immediately alert the DESCOURS & CABAUD teams of any conflicts of interest that comes to its attention.



The Supplier shall refrain from anti-trust practices.

Third parties acting on behalf of DESCOURS & CABAUD hereby acknowledge they are cognizant of the requirements set forth in the Integrity and Ethics clause herein. They shall meet these requirements and see that their employees meet them as well.

The Supplier or third-party partner must immediately notify DESCOURS & CABAUD if there is evidence or suspicion that the requirements in the Integrity and Ethics clause herein have been violated. The Supplier or the third party shall provide all necessary assistance to ensure transparency of the facts and take immediate steps to put an end to the violation.

• **Environmental Practices**

The Supplier shall ensure it complies with the regulations to which it is subject pertaining to environmental safety and the prevention of associated risks. The Supplier shall allow for proper management of the environmental impacts of its activities.

The Supplier shall attempt to reduce the energy and carbon intensity resulting from the production of its goods and/or services. In developing its products, it shall align with an approach of sustainable use, repairability and advanced recyclability. Ideally, the Supplier shall see that its activities are conducted in such a way that uses fewer raw materials. It shall prioritize recognized responsible supply chains. The Supplier shall ensure that its scrap materials and waste are processed in compliance with the applicable laws to limit its emissions into the air and, specifically, aquatic environments.

The Supplier shall be able to provide proof of compliance at any time.

The Supplier agrees to refuse to directly or indirectly provide supplies to conflict zones or to financially profit from intensive or unfair exploitation of natural resources that local communities rely on for their survival or way of life.

As a partner of DESCOURS & CABAUD, the Group may request that the Supplier meet market expectations in terms of environmental performance.

As such, and insofar as possible, the Supplier shall accommodate DESCOURS & CABAUD's requests to implement actions to lower the carbon footprint of its production lines, products or services.

• **Supply Chain**

The Supplier shall use due diligence with its supply chain to ensure that its subcontractors and suppliers follow the guidance of the United Nations Universal Declaration of Human Rights of 1948, the fundamental conventions of the International Labour Organization (ILO), with increased oversight on the abolition of child labour and all forms of forced labour.

It shall see that its own suppliers and subcontractors also comply with principles and values similar to those set forth herein.



• **Obligations to Inform**

The Supplier shall immediately provide any information brought to its attention that is likely to seriously violate a person's human rights or fundamental liberties, or the health and safety of people or the environment as a result of its activities or the activities of the subcontractors or suppliers engaged to produce a good or service intended for DESCOURS & CABAUD.

• **Monitoring the Commitments**

As an entity subject to Law No. 2017-399 of March 27, 2017, on the "duty of care of parent companies and ordering companies" and the CSRD (Corporate Sustainability Reporting Directive), DESCOURS & CABAUD must ensure it is able to monitor its Suppliers. In addition, the Supplier undertakes to complete the CSR surveys it receives. These surveys may be administered on extra-financial ratings platforms. Moreover, DESCOURS & CABAUD may have its own staff or a third-party conduct audits onsite or off-site to monitor the commitments made herein.

The Supplier undertakes to provide necessary aid within reason and, if applicable, shall see to the cooperation and coordination of second-tier suppliers, which it assures DESCOURS & CABAUD are granted the same auditing rights as the Supplier. In terms of suppliers operating production plants that may be subject to spot checks, refusal to provide access to production lines shall be deemed as a serious breach by the Supplier.

Any refusal by the Supplier to grant DESCOURS & CABAUD the right to verify compliance with the commitments made in this DESCOURS & CABAUD Supplier Code of CSR Commitments, or failure of the Supplier to remedy any noted violation within a reasonable timeframe agreed to between the parties, shall also be deemed as a serious breach by the Supplier.





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EFFECTS OF THE CODE

Should it be observed that the Supplier fails to meet the commitments set forth in this code, DESCOURS & CABAUD is within its legal rights, without prejudice to any damages or interest, to request that the Supplier take the corrective measures to which it is bound within the timeframe agreed upon between the parties or to terminate all or part of its business relations with the Supplier. The same rights shall apply if the Supplier terminates the code herein. Lastly, abidance with this code shall not undermine commitments the Supplier makes in its business contracts.

Jérôme Gaudiard
CSR Director
DESCOURS & CABAUD