

CONFIDENTIAL

QUALITY AND RESPONSIBILITY APPENDIX FLOWERS AND ORNAMENTAL PLANTS

Parties

General Requirements

1. General

With respect to production and products, the Supplier shall observe the following Buyer's general requirements for Suppliers and products. The Supplier is responsible for ensuring that the products and the production and the products' placing on the market meet the requirements of the European Union/European Economic Area and the Finnish legislation. The Supplier is liable for the performances of the supply chain and all of its subsuppliers and for the compliance of such performances with this agreement as for its own performance.

2. Product Information

At the Buyer's request, the Supplier shall provide the Buyer's representative with any information reasonably required by such representative on the Buyer's product due to this agreement. Unless otherwise agreed, the Supplier is responsible for all environmental and quality registrations and registrations of origin as well as other corresponding registration and notification procedures with the authorities and other relevant parties for the products under the Supplier's brand.

3. Product Safety, Quality and Quality Standards

The Suppliers must ensure the safety of their products and compliance with the requirements of European Union/the European Economic Area and Finnish legislation. The Supplier is responsible for the performance of all its subcontractors as for its own performance.

The flowers' and ornamental plants' quality shall meet the Buyer's requirements. The Supplier shall ensure that the products are inspected according to IPPC's (International Plant Protection Convention) standards. The Supplier ensures that the requirements of regulation (EU) 2016/2031 on protective measures against pests of plants are fulfilled and that plants and harmful pests mentioned in directive (2000/29/EY) are controlled in the country of origin. The plant health certificates or plant passports meeting the requirements of the legislation are attached to the shipment when applicable. The Supplier must ensure that the quality of the cut flowers meets the UNECE standards http://www.unece.org/trade/agr/standard/flowers/flower e.html.



CONFIDENTIAL

The GAP principles (Good Agricultural Practice, GLOBALGAP, More Profitable Sustainability (MPS-GAP), the Finnish *Laatutarhaohjeistus* guidelines), the IP principles (Integrated Production) and other similar principles must be observed in the cultivation and production of flowers and ornamentals.

At the Buyer's request, the Supplier shall provide documentation relating to product safety and quality assurance.

In the event the Buyer or the authorities notice deviations in the quality of the products, the Buyer may request the Supplier to order additional analyses from an accredited laboratory.

4. Environmental Responsibility

In its operations the S Group promotes the principles of UN's sustainable development and the S Group is committed in its own operations to mitigate the effects on climate and biodiversity. The Buyer encourages also suppliers to take those into account in their own operations.

The Supplier shall take adequate precautions to assess its environmental impacts and risks, and to prevent, minimise and remedy negative impacts. The Supplier shall have procedures for identifying environmental requirements and shall identify environmental impacts of its operations and make proactive efforts to reduce emissions into the atmosphere, soil and water as well as to utilise resources efficiently.

The Supplier shall identify the relevant environmental legislation applicable to its operations, act in accordance with it and be able to present evidence of conformity as required by such legislation. The Supplier shall have an environmental management system that takes into account the model for continuous improvement and describes the procedures for the treatment of waste, chemicals, emissions and sewage. The environmental management system must comply with the requirements of ISO 14001 or the EU Eco-Management and Audit Scheme (EMAS). The Buyer is entitled to perform an auditing or inspection visit to verify the aspects of environmental responsibility.

The Supplier is expected to measure the greenhouse gas emissions of its operations. The S Group encourages suppliers to set targets for the reduction of greenhouse gas emissions, for example in accordance with the Science Based Targets Initiative.

The Supplier is encouraged to give priority to the use of renewable materials, raw materials and energy sources, as well as to utilise circular economy operating models in which recyclability and reusability are carried out as well as possible.

Unnecessary packaging is avoided when packaging products. The Suppliers are recommended to use recyclable packages that are labelled with appropriate markings to facilitate recycling. The use of bleaching methods based on elemental chlorine for the bleaching of materials used for packaging is forbidden. The use of PVC plastics in packaging is forbidden. Oxo-degradable plastic shall not be accepted in products or packaging.





CONFIDENTIAL

5. Social Responsibility and Human Rights

In its operations and in the procurement of products and services, the S Group is committed to social responsibility and to respect all internationally recognised human rights. In its human rights principles, the S Group is committed in accordance with the UN Guiding Principles on Business and Human Rights (UNGP) to diligently identify, prevent, minimise and address human rights risks, as well as to a transparent mode of operation, and expects the same also from its partners.

In its operations and supply chains, the Supplier shall undertake to respect all internationally recognised human rights, the International Labour Organisation ILO's Minimum Standards for Working Life, the principles of the UN Declaration of Human Rights and the Convention on the Rights of the Child, and the laws and collective agreements of the target country.

In addition, the S Group is committed to the international social responsibility system amfori BSCI's (Business Social Compliance Initiative) Code of Conduct and to promote its principles in its operations and in all its procurement. The Supplier undertakes to get acquainted with amfori BSCI's Code of Conduct as in force from time to time and the content and requirements of its appendices which are available at https://s-ryhma.fi/en/for-suppliers/chain-supplier. These documents form an integral part of this agreement. By signing this agreement, the Supplier undertakes to comply with the amfori BSCI's Code of Conduct and its appendices as in force from time to time. In its operations and supply chain, the Supplier undertakes to comply with and to promote the following principles based on the principles of BSCI:

- Employees are entitled to form associations and be members of a trade union.
- Employees must be treated equally. Foreign employees employed in Finland work with such
 wage and working conditions that are not worse than general conditions prevailing in the
 Finnish labour market.
- Employees must be paid salary of an amount at least at the level required by law and overtime
 work must be compensated with overtime compensation, at least in accordance with national
 legislation.
- Employees must be provided a safe working environment, and harassment must not be allowed.
- The minimum working age cannot be lower than required by national law and the provisions of the ILO Minimum Age Convention (ILO 138).
- The employment relationship must be voluntary, employees cannot be required to provide collateral, a payment for employment agency services or any other securities in exchange for the employment relationship. Employees must have the liberty to leave the workplace at the end of their work shift.
- Employees shall have valid work permits.
- All employees shall have been informed of the general terms and conditions of employment before the start of work.

Compliance with social responsibility requirements



CONFIDENTIAL

The Supplier must have procedures in accordance with UN Guiding Principles on Business and Human Rights (UNGP) to identify, reduce and remedy human rights risks. Procedures shall include processes to identify, minimise, prevent and remedy detrimental human rights impacts, both in the company's own operations and in the supply chain of the products and services, including potential subsuppliers and procurement of raw material. The Supplier must have a confidential channel in accordance with the UNGP to which employees can anonymously report labour and human rights violations, abuses and corruption.

The Supplier must inform employees about the S Group's anonymous reporting channel https://report.whistleb.com/fi/sgroup, where employees working in supply chains can also report violations of labour and human rights.

The Supplier shall put the expectations into practice with its suppliers, that produce raw materials or components for the products to be delivered to the Buyer and monitor their implementation in the supply chains. In supply chains where the Supplier does not have a direct business link to all stages of the supply chain and where human rights risks have been identified, the Buyer expects the Supplier to strive for continuous improvement and to increase its possibilities to influence, in order to minimise the identified risks.

Upon request, the Supplier shall demonstrate how it complies with the requirements set out in this agreement in its operations and supply chains. The Supplier undertakes that the Buyer's representative or a person authorised by it, has access to the production facilities and relevant documentation to assess conformity with the requirements. In case shortcomings or defects are noted with respect to the working conditions in the supply chains of products or services delivered to the Buyer, the Supplier must investigate and remedy any such defects as well as report the revealed deficiencies and corrective measures to the Buyer.

Auditing the social responsibility

For Suppliers whose production or whose subsupplier's production is located in a risk country, or who imports or markets products manufactured in risk countries, the Buyer requires that the production facility located in a risk country has a valid Amfori BSCI audit or that an equivalent social responsibility audit process, accepted by the Buyer, has been carried out by a third party. Otherwise, BSCI or an equivalent audit shall be arranged immediately upon the commencement of the cooperation. The Supplier is responsible for all costs related to the audit. Upon request, the Supplier shall provide the Buyer with a copy of the certificates or the audit reports.

The social responsibility audits carried out by third parties approved by the Buyer are:

- Amfori BSCI (Business Social Compliance Initiative)
- SA 8000
- SMETA (Sedex Members Ethical Trading Audit), 4-pillar (2-pillar is accepted as first audit)
- FLA (Fair Labour Association)



CONFIDENTIAL

- FWF (Fair Wear Foundation)
- ICTI (International Council of Toy Industries)
- WRAP (Worldwide Responsible Accredited Production)
- RBA (Responsible Business Alliance)
- SIZA (Sustainability Initiative of South Africa)
- GLOBALG.A.P GRASP

Audits must be carried out by third parties, and they must be either unannounced or semiannounced.

The list of countries at risk of social responsibility in force at the time: https://s-ryhma.fi/en/for-suppliers/chain-supplier Responsible procurement: Amfori BSCI Countries' Risk Classification.

6. Traceability of Products

Suppliers must have a functioning and described traceability system with which raw material batches and packaging used in the manufacturing of products and the suppliers thereof can be identified.

Upon a request by the Buyer, the Supplier must be able to provide the Buyer with information on the origin of the product and its raw materials as well as on the product's entire supply chain.

In case a product has caused or is suspected to cause hazard, the Supplier must give the Buyer the information on the batch in question immediately, and in other cases within 48 hours.

7. Organic Production Methods

The Supplier is responsible for ensuring that products sold or marketed as organic products have been produced organically. Upon request, the Supplier shall demonstrate a monitoring system and certificate to the Buyer according to which the requirements of organic production are fulfilled.

8. Genetically Modified Raw Materials

If genetically modified raw materials have been used in a product, the Supplier shall inform the Buyer thereof in writing in advance.

9. Products Manufactured or Produced in the Palestine or Israel

A product can only be marked as originating from Israel if it has been manufactured in the territory of the state of Israel as determined by the United Nations in 1948. If a product has been manufactured in the so-called Occupied Palestinian Territories, the Supplier will mark the product's origin as 'manufactured in the Occupied Palestinian Territories'.



CONFIDENTIAL

10. Use of Subsuppliers

The Supplier is responsible for the performance of its subsuppliers as if it were its own. The Supplier must oblige its subsuppliers to comply with the terms of this agreement. Thus, the Supplier is obliged, inter alia, to ensure that its subsuppliers also comply with the Buyer's quality and responsibility requirements in their own activities and the Supplier shall remain responsible for compliance with these requirements by its own subsuppliers. The Supplier is obliged to regularly monitor the activities of its subsuppliers.



CONFIDENTIAL

11. Date and Signatures

This agreement has been executed in two identical counterparts, which have been reviewed, approved and signed by each party. Each party has received one original counterpart signed by both parties.

[Place and date] Supplier [Company name] [Department]	[Place and date] Supplier [Company name] [Department]
[Name in print] [Position]	[Name in print] [Position]
[Place and date]	[Place and date]
Buyer	Buyer
Suomen Osuuskauppojen Keskuskunta	Suomen Osuuskauppojen Keskuskunta
	S Group Retail Business