

CODE OF CONDUCT

Helder Maritiem (supplier/contractor) must abide by the code of conduct issued by Customer.

A. In particular, supplier/contractor shall be obliged to:

- a. Avoid and not to accept child labour or forced labour (see definition F.) in manufacturing its products and delivering of its services;
- b. Respect the human rights in its scope of activities;
- c. Refuse to offer, pay or accept bribes;
- d. Pay remunerations exclusively for legitimate services;
- e. Permit gifts, hospitality and similar payments only within the limits of generally accepted business practice;
- f. Demonstrably relate commissions and payments to third parties to legitimate business expenses, linked to the services rendered and to account for them openly;
- g. Obligate its suppliers/contractors in the same way.

B. In the event that supplier/contractor breaches any of the conditions contained in sub-clauses A. a) – g), the Customer may rescind the contract for breach with immediate effect. In addition, the supplier/contractor shall be obliged to pay 5% of the contract price subject to a minimum amount of Euro 20,000 which shall be used by Customer for a humanitarian purpose beyond the enterprise of Customer. The parties agree that this sum represents a reasonable pre-estimate of the actual damage caused to third parties by the supplier/contractor as a result of a breach. Payment of the above amount shall not exclude Customer from recovering any loss or damage from supplier/contractor resulting from such breach or termination of the Agreement.

C. Customer is at all times entitled to verify the compliance with the obligations pursuant to sub-clauses A. a) and b). Supplier/contractor shall be entitled to nominate with binding effect experts of internationally recognized organisations focussed on human rights and child labour (e.g. Amnesty International, UNICEF) for the execution of the verification. This includes access to all relevant information as well as to all persons, locations and documentation concerned. The auditors shall be obligated to confidentiality. If supplier/contractor refuses or prevents such verifications, Customer shall be entitled to rescind the contract with immediate effect.

D. Supplier/contractor shall only be deemed to have breached the conditions contained in sub-clauses A. a) and b) if (a) supplier/contractor fails to accept, within a reasonable time (or at the latest within one month of the invitation being sent to the supplier/contractor), a written invitation from the Customer to discuss the results of an evaluation (as carried out in accordance with clause C) or (b) if supplier/contractor does accept said invitation but the discussions fail to achieve measures and dates for improvement which are adequate in the view Customer or (c) if supplier/contractor does not implement agreed measures in a timely manner or does not execute such measures at all.

E. If supplier/contractor refuses discussions or agreement on measures according to D. Customer shall be entitled to execute the contractual consequences according to B. and C. directly. In case Customer exercises the right to rescind the contract in accordance with Article B., C. and/or E., Customer shall merely pay adequate compensation for deliveries or services useful in its discretion.

F. Definitions

Child labour is

- Any work performed by persons under the age of 16 years

Prohibited is hazardous work performed by persons under the age of 18 years. Hazardous work is work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children. The types of hazardous work are determined by national law, taking into account the following factors:

- exposure to physical, psychological or sexual abuse
- physical surroundings: work underground, under water, at dangerous heights, in confined spaces
- unhealthy environment: e.g. hazardous substances, agents or processes, temperatures, noise levels, vibrations harmful to health
- particularly difficult conditions: long hours, during night, manual handling and transport of heavy loads, unreasonable confinement to premises of employer
- use of dangerous instruments: machinery, equipment, tools

Prohibited are further:

- Forced or compulsory labour, including forced recruitment for use in armed conflict.
- All forms of slavery or practices similar to slavery, such as the sale and trafficking of children.
- Use for prostitution or for the production of pornography or for pornographic performances.
- Use in illicit activities, e.g. trafficking of drugs.

Forced or compulsory labour is any work or service extracted from any person under the menace of penalty and for which the said person has not offered her/himself voluntarily. For the purposes of this code of conduct, this term includes slavery and practices similar to slavery, such as debt bondage and serfdom.

Thus agreed and drawn up in duplicate in Capelle aan den IJssel on 05 January 2022.

Duly signed by:

M. Bokstijn
Director