

Supplier & Distributor Code of Practice



CODE OF PRACTICE



INTRODUCTION

At DCC Vital, part of DCC plc's Healthcare Division, we see our suppliers and distributors as long-term strategic business partners with whom we develop mutually beneficial relationships. We are committed to working with you to provide products to the highest standards of quality and integrity that we and our customers expect.

We will work closely with you to ensure that the products and services supplied match the high quality and integrity standards that we and our customers expect. Taking this approach protects our customers, your business and reputation as much as our own. We are committed to this approach in every area of our activities and to continually develop and improve our practices.

To help us to achieve this, we have developed this Code of Practice setting out the key ethical and legal standards that apply to the business we do together. Please ensure that you take suitable steps to meet the standards set out in this Code, including by bringing it to the attention of the members of your team that we deal with. Following the standards in this Code will allow us to develop a business relationship that has trust and which is sustainable in the long-term.

Any person who is dealing with us, at any level of seniority, should feel free to raise concerns about whether these standards are being met by DCC Vital. They can contact a member of the DCC Vital Senior Management directly. Contact details can be found on www.dccvital.com. Alternatively, you can contact a member of the Ethical team at ethical@dccvital.com. We will also ensure that no person who raises a concern will lose out as a result. If you have concerns, we want to know about them.

Area	Expected Standards
Bribery & Corruption	<p>PRINCIPLE: Neither of us will get involved in bribery or any other forms of corrupt activity.</p> <p>WHAT THIS MEANS:</p> <p>Bribery may exist where a person does not act in the best interests of the organisation they represent because of some personal benefit they have received or hope to receive from a third party.</p> <p>So, any gifts or hospitality that we offer or receive must be proportionate and in compliance with DCC Group Anti-Bribery & Corruption Policy and the DCC Vital Gifts, Sponsorship and Hospitality Policy.</p> <p>Any bonus arrangements for sales people that we agree to, must be transparent, fair and agreed to by all the businesses in question and not with any sales people individually.</p>
Confidential Information	<p>PRINCIPLE: Neither of us should share confidential information inappropriately or use confidential information that we should not have.</p> <p>WHAT THIS MEANS:</p> <p>While we always want to hear about developments in the marketplace, we do not want to receive confidential information that we should not have, for example about our competitors' sales or commercial plans.</p> <p>While we can always provide advice and support in relation to the sales of products, we will not share with you any confidential information that we may have about competitors.</p> <p>Equally, we will not share any confidential information that we have about you with your competitors. We expect you to act in an equivalent way in relation to disclosing confidential information about our competitors or us. If either of us happen to receive confidential information that we should not have, we will notify the sender immediately and return or delete the information.</p>
Competition (Anti-Trust) Law	<p>PRINCIPLE: We will both take all steps necessary to ensure that we are fully compliant with applicable competition (anti-trust) laws.</p> <p>WHAT THIS MEANS:</p> <p>We will not share confidential information about you with any of your competitors. We will also not share with you confidential information we may have about any competitors.</p> <p>Equally, you should not share with us any confidential information that you have about our competitors. And in turn you should not share confidential information you have about us with any of our competitors.</p>

Area	Expected Standards
<p>Competition (Anti-Trust) Law <i>(continued)</i></p>	<p>It is against the law for us to agree with you what price we will sell your products at or to have any agreement or arrangement that puts a floor on the prices we sell them at.</p> <p>The same also applies to our customers. It is against the law for us to tell them what price they can sell your products at or to require or incentivise them to keep their prices above a certain level.</p> <p>Our businesses focus on their national territories. However, we operate in a single market in the EU, allowing customers to approach any seller they want. This means that while you may appoint us as your distributor for a territory in the EU, it is illegal for us to agree that we will never accept passive orders from customers. These are orders where a customer from outside our territory approaches us. We need to make an independent decision as to whether we do business with them.</p> <p>If you have a properly-structured reseller/retailer incentive programme in place (based on clear gold/silver/bronze or similar criteria), we will work within that. But otherwise, we are not allowed to agree restrictions on what customers we sell to within the EU.</p> <p>Equally, our customers are free to use and re-sell your products anywhere in the EU. We are not generally allowed to place restrictions on what they do with your products other than if export controls or embargoes (see below) apply.</p> <p>We will both ensure that we have provided suitable training on relevant competition (anti-trust) laws to relevant employees within our businesses.</p>
<p>Conflict Minerals</p>	<p>PRINCIPLE:</p> <p>We will not sell products that contain restricted “conflict minerals”</p> <p>WHAT THIS MEANS:</p> <p>The US Government has introduced restrictions on the use of minerals from several countries which suffer from conflict. Similar rules may be introduced in EU law in the future.</p> <p>We rely on you to ensure that any products we buy from you do not contain conflict minerals and, in particular, are subject to the full requirements of US and any future EU laws on this subject.</p>
<p>Data Protection</p>	<p>PRINCIPLE:</p> <p>We will both collect and use personal information carefully and in compliance with relevant data protection laws.</p> <p>WHAT THIS MEANS:</p> <p>Sometimes, due to the services we are providing, we may have access to the personal information of consumers who are dealing with you. If you have any specific requirements in relation to this information, you must let us know in advance. If you do not advise of any specific requirements, we will keep that information for a limited period after we receive it so that we can fulfil the order and deal with any queries, but then we will delete it.</p>

Area	Expected Standards
Employment, Health & Safety and Human Rights	<p>PRINCIPLE:</p> <p>The people who make and distribute the products we sell must be treated in compliance with local employment laws, health & safety laws and their human rights must be respected.</p> <p>WHAT THIS MEANS:</p> <p>We will both ensure that our employees are treated fairly, in compliance with all applicable laws and regulations, including in relation to non-discrimination, fair wages, working time, occupational health & safety and freedom of association.</p>
Environmental Protection	<p>PRINCIPLE:</p> <p>We will both comply with all laws and regulations that support the protection of the environment.</p> <p>WHAT THIS MEANS:</p> <p>We will both ensure that our activities are conducted in compliance with all applicable laws and regulations, including in relation to licences for building, emissions, transport standards, packaging reduction and carbon reporting.</p>
Export Controls & Embargoes	<p>PRINCIPLE:</p> <p>We will ensure that products we sell are not used in breach of export controls and embargoes that may exist.</p> <p>WHAT THIS MEANS:</p> <p>Governments in the UK, elsewhere in the EU and in the US maintain restrictions on the sale of certain types of products to certain countries or parties.</p> <p>You must check and advise us if any of the products you sell are subject to restrictions.</p> <p>Where we are carrying out order-fulfilment for you, you must check and advise us if any of your customers are subject to restrictions.</p>
Intellectual Property	<p>PRINCIPLE:</p> <p>We will not sell products that deliberately or clearly infringe the intellectual property rights of any third party.</p> <p>WHAT THIS MEANS:</p> <p>We will both respect the intellectual property rights of third parties by only using trademarks, designs, formulations and technology that have been legitimately acquired and licensed.</p>
Product Safety, Quality and Labelling	<p>PRINCIPLE:</p> <p>Every product we sell must be safe and meet relevant quality, regulatory and labelling requirements.</p> <p>WHAT THIS MEANS:</p> <p>You must ensure that any product you sell us is safe and fit for the purpose for which it is intended.</p> <p>You must also ensure that where any product appears to be unsafe that we are notified immediately.</p> <p>You must also ensure that all applicable UK/Ireland and EU standards in relation to the manufacture (including importation), packaging, testing, release, transport, storage and distribution of products (including the requirements of the Marketing Authorisation, "CE mark" or equivalent) are met.</p>

HOW TO RAISE A CONCERN

You can contact a member of the DCC Vital Senior Management Team (www.dccvital.com); you can contact the Head of Group Legal & Compliance in DCC plc (www.dcc.ie); Alternatively, you can contact a member of the Ethical team at ethical@dccvital.com. We will also ensure that no person who raises a concern will lose out as a result. If you have concerns, we want to know about them.

Please refer to F-ETH-00002 for the list of DCC Vital companies to which this code applies.





Head Office

South County Business Park
Leopardstown
Dublin 18
Ireland

T: +353 1 290 7055

www.dccvital.com