

Clarins Partners

TRANSPORTATION CODE OF CONDUCT

2023



Table of content

INTRODUCTION / 3

ARTICLE 1 / 5

Vehicles used by the transportation service providers

ARTICLE 2 / 6

Personnel of the transportation service providers

ARTICLE 3 / 7

Transportation operations

ARTICLE 4 / 9

Transportation security

ARTICLE 5 / 11

Formalities in the event of damage

ARTICLE 6 / 12

Liability - insurance

ARTICLE 7 / 13

Contribution to sustainable development

ARTICLE 8 / 14

Subcontracting

ANNEXE 1 / 15

INTRODUCTION

In the context of its activities, the CLARINS Group resorts to transportation companies and freight forwarders through transportation or freight forwarding contracts.

Before entrusting any assignment to transportation companies/freight forwarders (hereafter the “Transportation Service Providers”), the CLARINS Group requires from them that they commit to the respect of certain essential principles, critical for the CLARINS Group, as well as of all the standards, legal provisions and regulations in force.

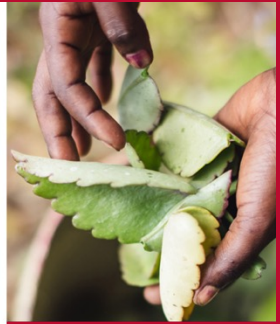
This Transportation Code of Conduct defines the main principles and operating methods that apply to any Transportation Service Provider providing transportation services either directly or indirectly to the CLARINS Group.

This Transportation Code of Conduct applies to any transportation contract that may be signed with the Transportation Service Provider by any company part of the CLARINS Group, or by any partner of the CLARINS Group, for the provision of transportation services either directly or indirectly to the benefit of the CLARINS Group.

Annex 1 to this Transportation Code of Conduct details the legal and regulatory provisions applicable, as the case may be, to the provision of transportation services, according to the places where those services are provided and/or the law applicable to the Transportation Service Provider and/or to its principal.

The CLARINS Group’s partners (the “Partners”) commit to obtain from their Transportation Service Providers, with which they contract transportation services either directly or indirectly to the benefit of the CLARINS Group, that they scrupulously respect the conditions listed hereafter, and where appropriate (for example in the case of a freight forwarder), that they guarantee the respect of this Transportation Code of Conduct by all of their substitutes / sub-contractors.

Furthermore, the Partners declare being perfectly aware of the absolute necessity of securing the products which are entrusted to them, considering the risks of theft, often involving violence and/or deception.



Articles

Vehicles used by the transportation service providers

The type of vehicle that must be used by each Transportation Service Provider will be confirmed by the principal. In all circumstances and subject to shipping refusal, the vehicle must:

- **Respect all laws and regulations applicable to the transportation of goods entrusted and in particular the social regulations and transportation regulations applicable to the type of vehicle used, without this list being exhaustive;**
- **Be well maintained and clean on the inside and out. The Transportation Service Provider must properly clean the truck containers regularly and, if necessary, after every transportation according to the nature of the merchandise previously conveyed and the merchandise loaded.**



Personnel of the transportation service providers

The drivers of each Transportation Service Provider must be appropriately dressed and have a good attitude, be courteous, present an original, valid ID and respect the usual conditions of experience, prudence and temperance.

The drivers must have the professional skills and licenses normally required with regard to driving the vehicle, operating their technical equipment, and, as needed, for the nature of the products being transported and in particular if the products are dangerous.

Before entering a warehouse or a factory of the CLARINS Group to load and/or unload, even if occasionally, the Transportation Service Provider must have signed the security protocol sent by the CLARINS Group concerning the warehouse and its drivers, must always be in possession of the appropriate security protocol. More generally, the Transportation Service Providers are obligated to respect the security and operation rules in force in the places where they operate. The drivers are notably not authorized to circulate freely, without being accompanied, on the sites or warehouses of the CLARINS Group.

The drivers working on the platforms must imperatively have all the required security and protection equipment, necessary or useful with regard to, notably, the nature of the products being transported, which includes in all circumstances safety shoes and vest.

Only people authorized to access the operations site are the drivers (and the crew members if there are two teams). Any other person that is a passenger of a vehicle is not authorized to access the site.

It is strictly forbidden for drivers to take passengers aboard their vehicles.

Article 3

Transportation operations

The Transportation Service Provider provides the principal with all its technical competence, experience and diligence in the execution of services that are entrusted to it, in accordance with common practice and with the laws and regulations in force (the Transportation Service Provider will notably be bound by any changes in the law and regulations applicable to the services).

It must respect the relevant labor legislation, in particular concerning working conditions (admission age, working hours, night work...), breaks and paid leave, as well as relevant rules related to hygiene, security and working conditions¹.

Whenever possible, the Transportation Service Provider commits to carry out the transportation services exclusively via highways and expressways.

Unless there are specific legal and regulatory constraints, if the trip (from the loading place to the delivery place) involves driving 4 and ½ hours or less, the Transportation Service Provider shall make sure the driver arrives for the unloading having taken a break, and having filled the vehicle with gas before, so that the transportation service can be provided without any break / interruption. In general, the Transportation Service Provider will do its best to limit breaks as much as possible during a transportation operation, while always respecting the applicable laws and regulations. When double crew is scheduled for the same transportation service, the said service will be carried out via the most direct and secure route possible and without a break (except for intermittent stops to change drivers) whatever the duration.

Any transportation service either directly or indirectly to the benefit of the CLARINS Group includes, apart from transportation strictly speaking, respect of the delivery schedule established by agreement with the principal, and keeping the merchandise under controlled temperature, with accurate monitoring and maintenance of the temperature.



(1) French law specific provisions – see Annex 1

Transportation operations

The days and hours of loading and unloading must be strictly respected. If the Transportation Service Provider is late or cannot make the delivery it must inform as quickly as possible the principal, who will take appropriate measures. If the deliveries are excessively late or repeatedly late, the corresponding fees may be claimed from the Transportation Service Provider.

The Transportation Service Provider is informed that the downtime in a warehouse or factory of the CLARINS Group, for loading and/or unloading a full vehicle, is two ⁽²⁾ hours.

During departure or arrival, the driver goes to the person in charge of receiving and sending merchandise and gives him/her the transportation and delivery documents. Once the vehicle is empty or loaded, the driver takes back copies of the transportation and delivery documents, possibly completed with claims or reserves duly signed by the responsible manager and bearing the seal of the recipient².

The Transportation Service Provider must not stack anything on the Clarins products, in order to guarantee the integrity and packaging of the products. The Transportation Service Provider is prohibited from transporting any third party merchandise that may contaminate the Clarins products.

The Transportation Service Provider must immediately inform the principal if there is an incident or delay during the transportation operation..

(2) French law specific provisions on “cabotage”- see Annex 1



Transportation security

Considering the value of the products, they will be conveyed preferably in trucks with trailer vans, in refrigerators or in tautliners equipped with anti-theft tarpaulin (tarpaulin made of 2 layers enclosing a metal cable grid made of hardened steel).



In order to ensure the adapted level of security for the transportation of the products, the following preventive measures will be taken:

- **The Transportation Service Provider will use vehicles equipped with GPS tracking to provide the Services, with centralized locking system of the cabin preventing any opening from the exterior.** Metallic pellets will be systematically installed on the doors of the trailers or containers, their number will be readably indicated on the transportation documents and the driver will have to systematically lock the door of the trailer with an adapted lock (Standard DIN EN 12320 class 5 minimum).
- **When the driver has to take his/her daily break or regulatory stop when transporting, the driver must make his/her stop or take his/her break in a secure zone dedicated to this purpose (at a minimum the parking area will have to be lit and have a video surveillance system).** The Transportation Service Provider will validate with its principal the list of possible secure zones for such stops/breaks. It is specified that the parking lots located in urban areas or less than ten (10) kilometers from urban areas are, by principle, not considered secure areas. The drivers are furthermore strictly prohibited from making stops / taking breaks at their homes.
- **Before leaving the station, the driver verifies the integrity of the pellet (including its number) and the lock.** When in doubt, the driver visually inspects the cargo. If this inspection reveals that all or part of the cargo has been stolen, the driver immediately informs the local police in order to proceed with making a statement. A report is systematically filed with the competent territorial services before resuming transportation.

Transportation security

- In addition, the driver will have to park in such a way that the **back of the trailer is against an obstacle** (wall, closure, another truck, etc....) in a way to prevent access to the cargo by the back doors and will not under any circumstances unhook the trailer.
- **At least 1 hour before loading, the Transportation Service Provider will have to systematically send** by email the registration numbers of the trailer, tractor, driver ID and the relevant transportation orders
- **The Transportation Service Provider will be bound to the strictest confidentiality** concerning the cargo, the routes, destination and resting locations. This information may not be used by the Transportation Service Provider and therefore its driver, except for the provision of the Services.
- **If the driver receives a telephone call giving him/her all the instructions concerning a modification** of the place and/or time of unloading, and/or the itinerary, and /or any operational condition of the transportation/delivery, for whatever reason, the driver must systematically make a verification call-back with the regular principal, in order to validate the accuracy of the instruction given.
- **The CLARINS Group may ask for specific security measures**, for specific transportation orders, to be agreed with the Transportation Service Provider.



Formalities in the event of damage

In case issues arise upon unloading, the receiver shall explain the issues on the transportation documents in an exact, precise and clear manner. A second copy of the transportation documents, stating the issues, will be sent by the Transportation Service Provider by fax or email the next day to the principal and to the relevant Transportation department in the CLARINS Group. Any theft of merchandise must be reported as soon as possible.

In case the Services are subcontracted, the Transportation Service Provider will inform its sub-contractor of the issues, with confirmation by certified letter with proof of receipt within the legal deadlines, and will handle any formalities defined by the applicable laws and regulations.³

If the merchandise is damaged, the Transportation Service Provider will have to imperatively give back the damaged merchandise in its possession to the principal immediately for analysis, or destruction.

Under no circumstances may the Transportation Service Provider keep or destroy damaged merchandise itself.

The Transportation Service Provider is expressly prohibited from selling salvaged, damaged merchandise.



(3) French law specific provisions - see Annex 1

Liability - insurance

The Transportation Service Provider is responsible for the merchandise from the time it is loaded onto its vehicle.



The Transportation Service Provider is notably responsible for:

- Vehicle driving operations, or those of its sub-contractors or substitutes;
- Its personnel and its equipment, or those of its subcontractors or substitutes;
- Direct damage inflicted on the products transported, their loss or their destruction, from the time they are loaded onto the vehicle up to the time they are delivered to the place indicated by the principal.

Its responsibility extends to bodily or equipment damage which may occur after delivery due to something that happened to the merchandise during the transportation operations.

The Transportation Service Provider will have to subscribe from a reputedly solvent insurance company a policy covering all damages that it could cause to its principal, as well as the CLARINS Group, its agents, third parties, entrusted equipment or merchandise for or any reason, accident, fire, theft, ...in the course of providing the Services, and notably:

- professional civil liability for its activity (covering the inexcusable fault of the employer)
- contractual liability of the transporter
- general civil liability

The principal may ask from time to time to the Transportation Service Provider for:

- The company's tax reports including its balance sheets and financial results
- Proof of insurance of the Transportation Service Provider.



Contribution to sustainable development

The CLARINS Group pays particular attention to sustainable development in its activities. The Transportation Service Provider is required to participate to this effort by implementing measures to limit greenhouse gas emissions and pollution.

In particular:

- The Transportation Service Provider must provide to the principal the percentage of drivers trained in eco-driving (a documentary check may be carried-out by the principal) and the percentage of Euro 5 and Euro 6-type trucks;
- The CLARINS Group demands that untrained drivers be at least properly informed about eco-driving;
- Only Euro 5 and Euro 6 tractors will be authorized to enter the CLARINS Group sites.



Article 8

Subcontracting

The Transportation Service Provider will not be able to subcontract all or part of the Services without the express prior agreement of its principal.

The Transportation Service Provider will not be able to subcontract all or part of the Services without the express prior agreement of its principal.

Under no circumstances will the subcontractor/substitute of the Transportation Service Provider be able to subcontract transportation services itself. The contract signed between the Transportation Service Provider and its subcontractor will have to expressly indicate this. The subcontractor/substitute will have to respect all the obligations borne by the Transportation Service Provider in this Transportation Code of Conduct.

The Transportation Service Provider commits to sending this Transportation Code of Conduct, as well as all relevant onsite security protocols of the relevant sites to its subcontractor/substitute.

The Transportation Service Provider commits to subcontract the Services only to subcontractors referenced by its listing procedure. It will provide the CLARINS Group, upon request, with its listing procedure for subcontractors.

The Transportation Service Provider commits notably to never have the Clarins products handled by a subcontractor found on freight exchange.

The Transportation Service Provider will remain responsible for the services provided by its potential subcontractors/substitutes and their strict respect of this Transportation Code of Conduct⁽⁴⁾.

(4) French law specific provisions – see Annex 1



Annexe 1

Specific provisions applicable depending on the place the services are provided / the legal rules applicable to the transportation service provider and/or its principal

French law

Specific provision completing ARTICLE 3 - TRANSPORTATION OPERATIONS

Where their principal is a French company, the Transportation Service Providers are bound by the legal provisions in terms of prevention and punishment of illegal employment and must provide their principal with the information laid out in articles D8222-5 (or as the case may be, D8222-7 and D8222-8) and D8254-2 of the French Labor Code, as well as the nominative list of foreign employees employed and subject to employment authorization in accordance with article D8254-2 of the French Labor Code, every six months.

Cabotage Legislation

The “cabotage” is the option given temporarily to a European transporter, holder of a European Community license, but which does not have its principal place of business in France, to provide some transportation services within the French territory.

The European Transportation Service Provider directly or indirectly working to the benefit of the CLARINS Group on the French territory commits to respect French legislation (law No. 2009-1503 dated 8 December 2009), relating to “cabotage”. This law notably provides that “cabotage” is necessarily followed by international transportation or consecutive to an international transportation.

In the case of international transportation with unloading in France, “cabotage” is authorized, after the unloading of merchandise, within the limit of three operations on the French territory. These three “cabotage” operations must be carried out within seven days from the time of unloading of the merchandise that was transported internationally. “Cabotage” must be carried out with the same vehicle which was used in the international transportation or, in the case of a group of vehicles, with the same motor vehicle.

In the case of international transportation with unloading out of France, there may be only one “cabotage” operation on French territory, within a maximum of three days following the entrance of the empty vehicle on national territory. The “cabotage” operation must be completed within seven days from the time of unloading the merchandise that was transported internationally.

The Transportation Service Provider will be obligated to strictly comply with any changes in French or European legislation or regulation that would toughen the recourse to “cabotage”.

French law

Specific provisions completing ARTICLE 5 - FORMALITIES IN THE EVENT OF DAMAGE

If subcontracting subject to French law, the Transportation Service Provider will send to its own subcontractor all relevant reservations, with confirmation by registered mail with proof of receipt within the legal deadlines and will complete all the formalities defined by article L133-3 of the French Commercial Code.

Specific provisions completing ARTICLE 8 - SUBCONTRACTING

The Transportation Service Provider notably guarantees the CLARINS Group, as well as the shippers or receivers of the transported products, against any claim which may be made by a subcontractor in application of article L132-8 of the French Commercial Code.



The logo for Groupe Clarins features a dark red, curved arch above the text. The word "GROUPE" is written in a small, black, sans-serif font, centered under the arch. Below it, the word "CLARINS" is written in a large, black, serif font, also centered.

GROUPE
CLARINS