



LINDT & SPRÜNGLI

SUPPLIER CODE OF CONDUCT
AND
COMPLIANCE DECLARATION

SUPPLIER CODE OF CONDUCT

LINDT & SPRÜNGLI GROUP

PREAMBLE

Lindt & Sprüngli, a leading international chocolate manufacturer, is committed to conducting its business in an ethical, legal and socially responsible manner. We expect similar principled conduct from everyone with whom Lindt & Sprüngli has commercial dealings. Further, Lindt & Sprüngli strives to continuously improve the sustainability of its operations and products and encourages its suppliers to participate in this effort by adopting sustainable practices in their operations.

The Lindt & Sprüngli Supplier Code of Conduct (the “Code”) sets out the requirements expected of our Suppliers and vendors (“Suppliers”) regarding compliance with laws and regulations, corruption and bribery, social and working conditions, child labor, and the outside environment. Our goal is to work with our Suppliers to assure full compliance with these requirements as they, in turn, apply them to their own employees, agents, subcontractors and suppliers with whom they work with in the delivery of goods and services to Lindt & Sprüngli.

COMPLIANCE WITH LAWS AND REGULATIONS

Suppliers shall comply with all applicable national and international laws and regulations, including the International Labour Organization (the “ILO”) and the United Nations’ Universal Declaration of Human Rights, industry standards, and all other relevant statutory requirements whichever requirements impose the highest standards of conduct.

DOING BUSINESS WITH INTEGRITY

Suppliers shall conduct their business in accordance with the highest ethical standards. Suppliers have to comply with all applicable laws and regulations concerning corruption, bribery, fraud and unfair and prohibited business practices.

SOCIAL AND WORKING CONDITIONS

Suppliers shall recognize and be committed to upholding the human rights of their employees and treat them with dignity and respect as understood by the international community. Our Suppliers shall respect the following standards:

Freely Chosen Employment: The use of forced, bonded or indentured labor or involuntary prison labor is strictly prohibited. Employment is voluntary.

Child Labor Avoidance: Suppliers must not, under any circumstances, use child labor as defined by ILO and United Nations Convention and/or national law, whichever is more stringent.

Compensation: Suppliers have to comply with all applicable laws, regulations and industry standards concerning wages and benefits. Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards and always be sufficient to meet basic needs of workers and their families. Deductions from wages as a disciplinary measure shall not be permitted; unless authorized by applicable law, deductions from wages shall not be permitted without the express permission of the worker concerned.

Working Hours: Suppliers shall comply with all applicable laws, regulations and industry standards on working hours. Unless applicable laws, regulations or industry standards are more restrictive, the maximum working hours in a week should not, on a regular basis, exceed 48 hours and the maximum allowable overtime hours in a week should not exceed 12 hours. Overtime should be on a voluntary basis. Employees shall be provided with at least one day off for every 7 day period.

Non-Discrimination: Suppliers shall strictly adhere to all applicable laws and regulations prohibiting discrimination in hiring and employment on the grounds of race, religion, age, nationality, color, gender, sexual orientation, physical ability, health condition, political opinion, creed or other basis prohibited by law.

Freedom of Association and Collective Bargaining: Suppliers have to respect the rights of employees to form and join trade unions and bargain collectively.

Health and Safety: Suppliers shall provide their employees with a safe and healthy workplace in compliance with all applicable laws, regulations and industry standards. Harassment of any employee is prohibited.

Working Conditions: Suppliers shall provide their employees with adequate working facilities which, at a minimum, shall ensure reasonable access to potable drinking water and sanitary facilities; fire safety; access to emergency medical care; and adequate lighting and ventilation.

ENVIRONMENT

Suppliers recognize that environmental responsibility is integral to producing high quality products. Suppliers shall comply with all applicable environmental laws, regulations and industry standards, such as requirements regarding industrial wastewater treatment and discharge, air emission controls, recycling, chemical and waste management and disposal, environmental permits and environmental reporting. Further, Suppliers shall comply with any additional environmental requirements specific to the products or services being provided to Lindt & Sprüngli as called for in design and product specifications and contract documents. Suppliers have to implement and maintain effective environmental policies to meet these requirements.

COMMUNICATIONS AND IMPLEMENTATION

Suppliers must effectively communicate to all their employees the content of this Code and undertake actions necessary and appropriate to assure its implementation.

SUPPLIER AND SUBCONTRACTOR MANAGEMENT

Suppliers have to establish a documented system to ensure that all of their agents, subcontractors and suppliers comply with the requirements of this Code.

MONITORING/RECORD KEEPING

Suppliers shall maintain documentation appropriate to demonstrate adherence to the Code, both for its own operations as well as those of their agents, subcontractors and suppliers. Suppliers shall provide Lindt & Sprüngli with access to such documentation and other information demonstrating adherence to this Code upon Lindt & Sprüngli's request.

INTERNAL ASSESSMENTS AND POTENTIAL IMPACTS ON BUSINESS RELATIONSHIP TO LINDT & SPRÜNGLI

Suppliers have to conduct regular internal assessments to assure their compliance with the Code. Lindt & Sprüngli reserves the right to conduct (or have its designee conduct) unannounced inspections of Suppliers and their facilities to verify compliance with the Code. In addition to any other contractual rights of Lindt & Sprüngli, Suppliers' failure to adhere to the Code may result in Lindt & Sprüngli ceasing to do business with offending Suppliers.

SUPPLIER'S CERTIFICATION OF COMPLIANCE

By its acceptance of any purchase order from Lindt & Sprüngli, Supplier thereby acknowledges and certifies its compliance with the principles and requirements of the newest version of the Code.

DEVELOPMENT OF THE CODE

Lindt & Sprüngli will review this Code on a regular basis and will introduce revisions where necessary or appropriate. Lindt & Sprüngli will notify its Suppliers of any important changes but Suppliers will always find the newest version of the Code on Lindt & Sprüngli's Web page, www.lindt.com.

Contacts: Any questions related to this Code can be addressed to the CFO of the Group, investorrelations-in@lindt.com

While local language translations may be made, the original English version will remain the only official version.
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**CHOCOLADEFABRIKEN
LINDT & SPRÜNGLI AG
SEESTRASSE 204, CH-8802 KILCHBERG
SWITZERLAND**

www.lindt.com

COMPLIANCE DECLARATION

LINDT & SPRÜNGLI GROUP

We, the undersigned hereby confirm:

1. That we have received and taken due note of the version 2013 of the Lindt & Sprüngli Supplier Code of Conduct (the “Code”) and commit ourselves, in addition to our commitments as set out in the supply agreements with Lindt & Sprüngli, to fully comply with its principles and requirements.
2. That we agree that Lindt & Sprüngli or a third party appointed by Lindt & Sprüngli may carry out periodic, unannounced inspections / audits on our facilities to verify our compliance with the Code.
3. That we effectively communicate the contents of the Code to our employees, agents, subcontractors and suppliers and ensure all measures required are implemented accordingly.

We also confirm that we have noted that compliance to the Code is an essential prerequisite for business relations between Lindt & Sprüngli and us as Supplier for Lindt & Sprüngli.

Name: _____	Name: _____
Function: _____	Function: _____
Company Name: _____	Company Name: _____
Company Address: _____	Company Address: _____
_____	_____
Place, date: _____	Place, date: _____
Signature: _____	Signature: _____

The Compliance Declaration must be signed by a duly authorized representative of the company and returned to the assigned Lindt & Sprüngli contact within 15 working days of receipt.

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