



General Requirements for supplier of Raw materials to Emmi Schweiz AG (for deliveries in Switzerland)

Valid from 9th December 2024 / AGR0001 / Version 4

1. Scope and purpose

This document describes food production legislation and other requirements, which raw materials delivered to Emmi must comply to..

2. Validity

This document applies to all deliveries of raw materials to Emmi. Meeting the requirements is a prerequisite for deliveries of raw materials. The supplier confirms the acceptance of the document with a legally valid signature. Product-related exceptions and deviations in content must be outlined in the relevant specification.

The present document version is superseded by the issue and acceptance of a revised version.

For the purpose of this document, raw materials cover all products (raw materials, intermediate products, semi-finished goods, micro-organisms, additives and processing aids) which are used for the manufacturing of products by Emmi.

3. Requirements for raw materials

3.1. General quality and requirements of the specification

Deliveries from suppliers must comply with the technical, physical, microbiological and chemical parameters of the respective products set out in the duly signed product specification sheets.

The supplier is responsible for ensuring that food safety legislation of the raw materials is guaranteed at all times. If the supplier finds any deviations from the specifications of the raw materials in this regard, Emmi shall be notified of the discrepancy immediately and prior to any shipments.

If the supplier can no longer guarantee the safety of the foodstuff on the basis of new scientific knowledge, Emmi is to be informed promptly and in writing.

The supplier is obliged to ensure that products that carry a label (organic, “Knospe” (approved by Bio Suisse), Max Havelaar etc.) meet the requirements along the entire supply chain. The supplier is obliged to provide Emmi with proof on an unsolicited basis.

For product deliveries of raw materials for which additional information on the origin and supply chain is required due to legal due diligence requirements for import or export (e.g. EU Deforestation Regulation EUDR), the supplier shall provide Emmi with the necessary information free of charge at the time of delivery (e.g. geolocalisation data, reference numbers, origin



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information). If the information is incorrect or incomplete or arrives late, Emmi may declare the delivery defective and demand cancellation, reduction or replacement.

3.2. Quality management and quality standards

The supplier is obliged to manufacture the products delivered to Emmi in accordance with one of the GFSI (Global Food Safety Initiative) recognized quality management standards (e.g. FSSC 22000, IFS, BRC) and provide Emmi in due time with certified proof.

In performing such checks, approved testing methods shall be used by the supplier so as to ensure reliable and meaningful results based on the latest scientific and technological knowledge. Storage tests shall also be carried out to check whether the shelf life of perishables is as stated in the relevant information. Furthermore, any special test plans that may be agreed between Emmi and the supplier shall be specified in writing and duly observed. These test plans can be agreed as part of the specification or separately. The supplier shall retain the results of any internal quality controls (including any records which may be relevant to third party liability). Such results shall be supplied promptly to Emmi upon request.

3.3. Traceability and duty to retain samples

The supplier is obliged to assure traceability in accordance with EU guidelines 178/2002. Products shall be marked with lot codes accordingly. The supplier is obliged to pass on these lot codes to Emmi upon request, either as hard copies (on delivery notes, pallet information etc.), or in electronic form (by EDI).

The products must be provided with a best-before date (use by date or best before).

To facilitate any analyses that may be required, the supplier shall retain reference samples for at least 3 months in excess of the standard shelf life.

3.4. Product protection, product safety, food defence

The supplier shall maintain a system that ensures product protection and the prevention of fraud or intentional damage to the products delivered to Emmi. In particular, the supplier shall define responsibilities and maintain measures to reduce product safety-related risks (e.g. access control to the plants, instruction of employees and visitors, affixing first-opening guarantees to packaging where possible). The supplier shall ensure that Emmi is actively informed of any findings that could affect product safety and that the necessary information is made available to Emmi on request.

3.5. Genetic engineering and nanotechnology

3.5.1. Genetic engineering

Emmi does not use genetic engineering. The supplier is therefore obliged to act similarly and to guarantee



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- that no products, raw materials, ingredients, additives, processing aids and carrier substances supplied shall either consist of or contain genetically modified organisms ("GMOs"),
- that they are not derived from GMOs,
- that they are not produced from or with GMOs,
- and that no genetic engineering has been used at any stage throughout the entire production chain.

3.5.2. Nanotechnology

Should nanotechnological components be used in raw materials, ingredients etc. or be produced in a nanotechnological process, the supplier must inform Emmi in writing in advance.

3.6. Alterations to an existing items

Changes to specification on an existing product, which in addition to a change in specification, have an impact on food safety, the declaration or the process, are strictly prohibited without prior consultation and approval from Emmi.

If any existing item must be altered, the supplier shall notify Emmi with sufficient notice. The supplier shall issue an amended specifications sheet prior to dispatching any altered item for the first time.

As a general rule it shall be for the supplier to select their own suppliers and sub-suppliers if the change affects the choice, as long as Emmi does not demand special requirements in this regard. If major suppliers or sub-suppliers are changed, the supplier shall promptly notify Emmi of such changes and

supply them with samples for testing or trial production free of charge upon request. In the event that the supplier fails to notify Emmi or supply it with appropriate samples, it shall be charged for any costs incurred in respect of any production errors or defects (including consequential costs). The prior information or samples shall not relieve the supplier from its conformity of contract referring to the delivered products.

4. Procurement conditions and procedures

4.1. Labelling deliveries (shipping units and outer packaging)

Each transport unit and each item of outer packaging shall be clearly marked with label according to the standard GS1 128 or the requirements of Emmi (Emmi labelling concept). The information and layouts required by Emmi for the labelling concept must be observed. This information provides a guarantee from our supplier that their consignment is traceable in accordance with applicable quality assurance.



4.2. Delivery note

A delivery note shall be sent with each consignment. The Emmi order number must always be shown on the delivery note. Delivery notes must be signed by Emmi. Deliveries dispatched either unsigned or without an original copy of the delivery note shall not be accepted.

4.3. Billing

Invoices to Emmi shall always be sent separately. The address for billing shall be shown on the order. For cross-border shipments, the pro-forma invoice must be included with the consignment.

4.4. Product protection, product safety, food defence

The supplier shall maintain a system that ensures product protection and the prevention of fraud or intentional damage to the products delivered to Emmi. In particular, the supplier shall define responsibilities and maintain measures to reduce product safety-related risks (e.g. access control to the plants, instruction of employees and visitors, affixing first-opening guarantees to packaging where possible). The supplier shall ensure that Emmi is actively informed of any findings that could affect product safety and that the necessary information is made available to Emmi on request.

5. Final provisions

The parties expressly agree that in order to comply with the form provided for the contract signature by simple electronic signature shall be sufficient. This document is a translation of the German original. The German version is binding.

Supplier (company name, full address) _____

Location, Date _____

Signature(s) _____

Name(s) (Block capitals) _____