

原则  
强制性  
2010年8月

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# The Nestlé Supplier Code 雀巢公司供应商规范



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替代文件  
雀巢公司采购原则

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所有雀巢公司的原则及政策、标准和指引  
均可在总部在线文库获得：  
<http://intranet.nestle.com/nestledocs>  
雀巢公司供应商规范可在网站获得  
[www.nestle.com/suppliers](http://www.nestle.com/suppliers)

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# Preamble

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Nestlé not only delivers high quality products but we do so in a way that reflects the Company's commitment to conduct our business activities in full compliance with applicable laws and to be guided by integrity and honesty. Our consumers expect similar behavior from all parties that we deal with, especially from our suppliers. The Nestlé Corporate Business Principles prescribe certain values and principles to which Nestlé has committed worldwide. This Supplier Code ("the Code") specifies and helps the continued implementation of the Corporate Business

Principles by establishing certain non-negotiable minimum standards (below I - VII) that we ask our suppliers, their employees, agents and subcontractors ("the Supplier") , to respect and to adhere to when conducting business. It is the Supplier's responsibility to educate its employees, agents and subcontractors accordingly.

By acceptance of the Code, the Supplier commits that all existing and future agreements and business relationships with Nestlé will be subject to the provisions contained herein.

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## I. Business integrity

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### **Compliance with applicable laws and regulations**

The Supplier must comply with all applicable laws and regulations.

### **Improper Advantage**

In all its activities, the Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third Party, whether public or private. Nor must the Supplier accept any such advantage in return for any preferential treatment of a third Party.

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## II. Sustainability

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Nestlé supports and encourages operating practices, farming practices and agricultural production systems that are sustainable. This is an integral part of Nestlé's supply strategy and supplier development. Nestlé expects the Supplier to Nestlé to continuously strive towards improving the efficiency and sustainability of its operations, which will include water conservation programs.

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# 前言

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雀巢公司不仅提供优质产品，同时也遵循一种做事方式以反映我们完全遵守适用法律、以正直和诚实的品行为指引开展业务。消费者期待我们所涉及的相关各方尤其是供应商也应如此。《雀巢集团业务原则》描述了雀巢公司在全世界范围内承诺的特定价值观和原则。本《雀巢公司供应商规范》(简称"规范")通过要求供应商及其员工、代理商和分包商

(简称"供应商")在开展业务时必须尊重和遵守不容妥协的最低标准(以下第1-7点)，确立并帮助我们持续执行《雀巢集团业务原则》的精神。供应商应负责教育其员工、代理商和分包商。

在接受本规范时，供应商即承诺与雀巢公司所有现有的和未来的业务关系将以本规范中的规定为准。

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## I. 商业道德

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### **遵守适用法律和法规**

供应商必须遵守所有适用的法律和法规。

### **不当利益**

在所有活动中，供应商不得直接或间接提供或承诺任何个人的或者不当的利益，以便从第三方(无论公立的还是私人的)获得、维持生意或其它利益。供应商也不得收受上述利益作为施惠于第三方的回报。

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## II. 可持续性

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雀巢公司支持并鼓励运营实践、农场实践和持续的农业生产体系。这是雀巢公司供应策略和供应商发展中不可或缺的部分。雀巢公司期待其供应商持续努力以提高运营效率和可持续性，包括水资源保护项目。

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## III. Labour standard

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### **Prison and forced labor**

The Supplier must under no circumstances use or in any other way benefit from forced or compulsory labor. Likewise, the use of labor under any form of indentured servitude is prohibited, as is the use of physical punishment, confinement, threats of violence or other forms of harassment or abuse as a method of discipline or control. The Supplier shall not utilize factories or production facilities that force work to be performed by unpaid or indentured laborers, nor shall the Supplier contract for the manufacture of products with subcontractors that engage in such practices or utilize such facilities. Where a Supplier is using laborers who are in an official prison rehabilitation scheme, such an arrangement is not considered a breach of the Code.

### **Child labour**

The use of child labor by the Supplier is strictly prohibited. Child labor refers to work that is mentally, physically, socially, morally dangerous or harmful for children, or improperly interferes with their schooling needs.

### **Working hours**

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked. In the event of conflict between a statute and a mandatory industry standard, the Supplier must comply with the one taking precedence under national law.

### **Compensation**

The Supplier's employees must be provided with wages and benefits that comply with applicable laws and binding collective agreements, including those pertaining to overtime work and other premium pay arrangements.

### **Non-Discrimination**

The Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, color, religion, sex, age, physical ability, national origin, or sexual orientation.

### **Freedom of association and collective bargaining**

Unless prevented by governmental policies or norms, Suppliers should grant their employees the right to Freedom of Association and Collective Bargaining.

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## IV. Safety and health

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### **Workplace Environment**

The Supplier shall provide employees with safe and healthy working and, where provided, safe housing conditions. As a minimum, potable drinking water, adequate sanitation, fire exits and essential safety equipment, access to emergency medical care, appropriately lit and equipped work stations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and ordinances.

### **Product quality and safety**

All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law. When conducting business with or on behalf of Nestlé, the Supplier must comply with the Nestlé quality requirements.

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## III. 劳动标准

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### 牢狱和强迫劳动

在任何情况下，供应商都不得使用或以任何方式从强迫劳动或强制劳动中获益。同样，禁止使用任何形式的负债式劳役，也禁止利用体罚、禁锢、威胁使用暴力或其它形式的骚扰或虐待作为纪律或控制手段。供应商不可利用工厂或生产设施强迫没有报酬或负债式劳役的劳工工作，也不可将产品的生产合同转包给有此行为或利用此类设施运营的承包商。供应商使用官方劳动改造计划下的劳动者，不被视为违反本规范。

### 童工

严格禁止供应商使用童工。童工工作是指在精神上、身体上、社会上、道德上对儿童有危害或者影响其上学需求的工作。

### 工作时间

供应商必须保证员工的工作时间符合所有适用法律和行业强制标准规定的工作时间和天数。当法规和行业强制标准冲突时，供应商必须遵守国家法律下有优先级别的规定。

### 报酬

供应商的员工必须得到符合适用法律和有效集体合同的工资和福利，包括有关加班的报酬和其它额外费用的支付。

### 不歧视

供应方不可在聘请及雇佣事宜上以种族、肤色、宗教、性别、年龄、残疾、国籍或性取向为理由有歧视行为。

### 结社自由及集体谈判权利

除非为政府政策或惯例所禁止，否则供应方应容许其雇员享受结社及集团谈判的权利。

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## IV. 安全与健康

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### 工作场所的环境

供应商应为员工提供安全健康的工作环境和居住环境（在提供员工住宿的情况下）。最基本的要求为：适宜饮用的水、适当的卫生条件、火灾疏散通道及基本的安全设备、紧急救护、有合适照明和设备的工作站点。另外，设施必须依据适用规范和条例所确定的标准建造和维护。

### 产品质量和安全

供应商提供的所有产品和服务必须达到适用法律要求的质量和安全标准。与雀巢公司或代表雀巢公司开展业务时，供应商必须符合雀巢公司的质量要求。

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## V. Environment

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The Supplier must operate with care for the environment and ensure compliance with all applicable laws and regulations in the country where products or services are manufactured or delivered.

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## VI. Supplying farmers

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The Supplier shall ensure that supplying farmers become fully aware of the Code, the provisions stated therein and their meaning and implications for their farming methods. The Supplier will use appropriate communication tools, which may include posters at collection centers and at reception stations, and will provide education and training sessions as necessary.

The Code will form part of the training programs of the Nestlé Agricultural Service Teams. When Nestlé enters into direct business relationships with farmers, Nestlé utilizes alternative communication tools to ensure that such farmers understand the provisions of the Code.

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## VII. Audit and termination of the supply agreement

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Nestlé reserves the right to verify the Supplier's compliance with the Code.

In case Nestlé becomes aware of any actions or conditions not in compliance with the Code, Nestlé reserves the right to demand corrective measures. Nestlé reserves the right to terminate an agreement with any supplier who does not comply with the Code.

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## V.环境

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供应商在运营时必须注意保护环境，保证遵守雀巢产品生产国或销售国所有适用的法律法规。

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## VI.供应农户

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供应商应保证供应农户完全知晓本规范，了解其中陈述的规定以及对其农作方式的意义。供应商应利用合适的沟通方式，包括采购站或接收点的海报等提供必要的教育和培训。

本规范应作为雀巢公司农业服务团队培训内容的一部分。当雀巢公司与农民有直接业务关系时，雀巢公司也可利用其它沟通方式确保农民理解本规范的内容。

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## VII.审计与终止供应合同

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雀巢公司保留查验供应商遵守本规范的权利。

在得知供应商有违反本规范的任何行为或情况时，雀巢公司保留要求供应商整改的权利，以及与不遵守本规范的任何供应商终止合同的权利。

