

## **Berner Group's Supplier Code of Conduct**

Berner Group's business partners and suppliers (herein after the 'Supplier') must comply with all applicable laws, applicable international standards and the following Berner Group's Supplier Code of Conduct.

### **Compliance**

The Supplier must comply with all applicable laws. Of particular significance are laws concerning the status of workers, occupational safety, equality, non-discrimination, privacy, bribery and corruption, competition, environmental protection and product safety.

The Supplier must ensure that its managers and workers have the appropriate information and knowledge of the Berner Group's Supplier Code of Conduct to comply with it in all respects.

### **Product Safety**

The Supplier must ensure product safety of all products. The Supplier is required to ensure that all products and services meet legal requirements and are in compliance with applicable laws.

### **Human rights**

The Supplier must respect and comply with all internationally recognized human rights and promote human rights in practice. The Supplier is required to establish processes and practices to ensure respect for human rights.

When national laws are not compatible with international human rights, the Supplier must comply with the applicable international regulation, for example the Global Compact, core ILO Conventions and the Universal Declaration of Human Rights.

### **Bribery and anti-corruption**

We do not tolerate any form of bribery or corruption. This includes any promise of payment or payment of bribes and illegal payments to the authorities or other parties, or any advice or incitement to anyone to offer or accept them.

Any form of money laundering, financing of terrorism and unlawful restrictive trade practices are strictly prohibited.

### **Discrimination**

The Supplier must treat all workers equally. We do not tolerate discrimination of any form including, but not limited to, discrimination based on gender, religion, age, ethical background or race. We do not tolerate any threats, oppression, sexual

harassment or harassment in any form.

### **Labor rights**

The Supplier is obliged to comply with national laws and to respect all internationally declared labor rights in compliance with the core ILO conventions and the principles of the Global Compact. When national laws are not compatible with international standards, the Supplier must comply with international regulations.

The Supplier is required to treat its workers fairly, equally and with respect. The Supplier must respect all workers' personal dignity and their health, safety, privacy, freedom of religion and conscience.

All work of the workers should be based on documented employment relationships that does not cause social, economic or other vulnerabilities for the workers. The Supplier shall strive to inform its workers of all their rights, responsibilities and employment terms in an understandable way.

### **Working hours and wages**

Working hours must comply with national legislation and applicable collective agreements. The Supplier must respect decent working hours and no worker may be required to work for more than 48 regular hours per week, subject to recognized exceptions specified by the ILO.

Wages, benefits and overtime compensation must comply with national legislation and applicable collective agreements, whichever is higher. Any deduction from wages as a disciplinary measure is prohibited in all cases. In addition, wages should be paid out in a timely and regular manner.

The Supplier should respect the right of workers to receive a fair remuneration, which is enough to provide a decent living.

### **Health and work safety**

The Supplier must comply with all national laws and all applicable international standards. When national laws are not compatible with international regulations, the Supplier must comply with international standards.

The Supplier should actively work to prevent accidents and all work-related injuries to the best of the Supplier's capability. The Supplier must also actively find solutions to protect the health of its workers and provide appropriate personal protective equipment to all its workers.

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

The Supplier shall respect the right of all workers to freely and voluntarily establish and join organizations of their own choice in accordance with national laws and collective agreements. If the Supplier operates in countries where democratic trade union activity is unlawful or not allowed, the Supplier should allow for workers to

freely elect their own representatives, who can represent workers in dialogue with the employer.

### **Forced labor**

No form of bonded or forced labor, or labor with a fear of punishment is permitted. Workers must work at their own will for compensation and workers should be free to leave and change their employment when they wish.

### **Child labor and special protection for young workers**

Child labor is not permitted. Every child is to be protected from economic exploitation and from carrying out work that can be considered dangerous, having a negative effect on the child's education or harmful to the child's health or development.

Child labor is considered to be work carried out by a child who is under 15 years of age, or under 14 years of age in those countries specified in Article 2.4 of ILO Convention 138.

If child labor is detected in any of the facilities of the Supplier, Berner Group and the Supplier shall in cooperation determine the required action and all actions will be decided in the best interest of the child or children in question.

Individuals between the ages of 15-18 years should not be subject to working conditions that could be harmful to their health or development. In addition, working hours for young workers should not hinder their attendance at school or participation in other vocational training approved by competent authority. Neither should the working hours negatively affect young workers' possibility to benefit from other trainings or instruction programs.

### **Environment**

The Supplier shall comply with all national laws and standards. The Supplier shall also actively work towards reducing emissions and make more sustainable use of resources. The Supplier is encouraged to act in an environmentally friendly way, thus not causing a significant negative environmental impact in their operations and continuously cooperate with Berner Group in further reducing our environmental impact.

### **Communication**

The Supplier is required to communicate openly and honestly with Berner Group and its workers. The Supplier is required to present truthful information with respect to its operations, working conditions, origin of products and all other required information.

### **Confidentiality**

The Supplier must comply with the strictest rules of confidentiality regarding personnel, customers, business partners and trade secrets. Special attention must be paid to personal data in accordance with national laws and regulations.

### **Compliance and enforcement**

Compliance and enforcement of this Supplier Code of Conduct by the Supplier is a matter of high importance for Berner Group. It is the Supplier's responsibility to ensure that this Supplier Code of Conduct is implemented and complied with in practice.

It is the duty of the Supplier to immediately report directly to Berner Group any issues or detected or suspected violations of this Supplier Code of Conduct or any applicable laws.

Berner Group reserves the right to conduct audits and other inspections to all of the Supplier's locations and facilities by Berner Group workers or by third parties on the behalf of Berner Group to ensure that all parts and aspects of this Supplier Code of Conduct is being implemented and complied with. These inspections may be unannounced without prior notice.

In case the Supplier fails to comply with the terms of this Supplier Code of Conduct, Berner Group reserves the right to require improvements by the Supplier in related matters. If improvements are not made within the determined time period, Berner Group has the right to terminate its contract and business with the supplier.

**With its signature(s) below the Supplier commits to comply with this Supplier Code of Conduct.**

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Print name and title: \_\_\_\_\_

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