



# **E-TRONs**

## **Code of Conduct**

### **for Suppliers**

## 1. Introduction

E-TRON AB aims to be leading in sustainability in our industry. This requires us, in partnership with our suppliers, to respect and take responsibility for the economic, environmental and social impact of our business.

Effective collaboration with our suppliers is an essential condition for our operations. In many cases, E-TRON's suppliers are also our face to the outside world. This means that it is important for E-TRON to create good conditions that enable our suppliers to meet our requirements so that they can represent E-TRON in a positive way.

E-TRON's suppliers shall respect the requirements of E-TRON's Code Of Conduct for Suppliers (hereinafter called "the Supplier Code") and shall work proactively to meet the requirements, both within their own organization and in the supply chain. This should be done through dialogue, transparency and active collaboration between E-TRON and the Supplier.

The Supplier Code applies to all suppliers, including their sub-contractors, consultants, distributors and agents (hereinafter called "suppliers").

Supplier-specific sustainability requirements and targets may be defined in commercial agreements.

The Supplier Code is based on E-TRON's Code of Conduct and established international frameworks<sup>1</sup>.

## 2. Work towards continuous improvements

We encourage suppliers to strive towards continuous improvements and to work with management systems and standards in the areas described in the Supplier Code. Suppliers should have an incident management system in place to handle and prevent incidents.

## 3. Compliance with international frameworks and applicable legislation

The Supplier Code reflects the undertakings of E-TRON with regard to the UN Global Compact, the OECD Guidelines for Multinational Enterprises and the UN's Guiding Principles on Business and Human Rights.

Goods and services provided shall be produced under conditions that are compatible with:

- The United Nations Universal Declaration of Human Rights (1948)
- The Eight Fundamental Conventions of the International Labor Organisation, no. 29, 87, 98, 100, 105, 111, 138 and 182
- The United Nations Convention on the Rights of the Child, Article 32
- The labor protection and labor environment legislation in force in the country of production
- The labor law, including legislation on minimum wages, and the social welfare protection regulations in force in the country of production
- The environmental protection legislation that is in force in the country of production
- The UN Declaration against Corruption

The Supplier shall comply with laws and regulations in the countries where it conducts its operations and shall obtain all licences/permits relevant to the business.

If current law stipulates higher requirements than described in this Code, the Supplier shall comply with applicable law.

The Supplier must be able to demonstrate that it fulfils legal obligations regarding payment of taxes and social welfare contributions.

## 4. Create good working conditions

The Supplier shall be familiar with and respect the generally recognized global human rights and provide fair working conditions.

This means:

### 4.1 Equal treatment

The Supplier shall offer an inclusive workplace characterized by diversity, equal opportunity and equal pay for equal work. No form of discrimination, harassment or victimization shall be tolerated. This applies, for example, to gender, transgender identity or expression, ethnic affiliation, religion or other belief, disability, sexual orientation or age. Furthermore, there must be no discrimination, harassment or victimization on the basis of pregnancy, trade union affiliation or political opinion.

<sup>1</sup> International Framework, see 3.0 Compliance with international frameworks and applicable legislation.

#### **4.2 Reasonable pay and remuneration**

Personnel shall be offered conditions of employment in accordance with legal requirements, or levels in accordance with a central collective agreement with regard to working hours, remuneration, holiday, sick leave and parental leave.

Overtime shall be paid and clearly detailed on written salary statements.

Salaries shall be paid regularly, directly to the employee at the agreed time and in full.

#### **4.3 Reasonable working hours, rest and time off work**

Working hours, including overtime, shall comply with applicable legislation. Unless otherwise agreed, for example in collective bargaining agreements, all working hours shall be recorded. Personnel shall be entitled to one day off a week and to sufficient rest between shifts. Overtime shall be agreed with the personnel and regular overtime shall not be encouraged.

Time off, including annual leave, public holidays, sick leave and parental leave shall be remunerated in accordance with applicable legislation.

#### **4.4 Employment contract**

Personnel shall be informed as to their conditions of employment and be provided with a written employment contract.

#### **4.5 Freedom of association and the right to bargain collectively**

The Supplier shall recognize and respect the right of personnel to enjoy freedom of association and collective negotiations, in alignment with applicable legislation.

In countries where freedom of association is limited, the supplier should encourage communication with the personnel on issues relating to occupational health and safety and employment conditions.

#### **4.6 Freedom and mobility in the labor market**

The Supplier may not in any way be involved in or tolerate forced labor or human trafficking. No illegal or unfair salary deductions or withholding of salary may take place. Personnel shall be free to terminate their employment after giving due notice.

Conditions for repayment of loans shall be reasonable and consistent with the law.

#### **4.7 Zero tolerance of child labor**

All work shall be performed by personnel who have attained the legal age for working. Personnel shall be no less than 15 years of age, or older where local law stipulates a higher minimum age. Juvenile workers shall be employed under lawful conditions. In countries and industries with a high risk of child labor, an action plan for working in the best interests of the child shall be in place and implemented.

### **5. Provide a safe and healthy workplace**

The Supplier shall promote a healthy work environment and prevent risks of physical injury and mental ill-health arising from organizational and social factors in the workplace.

This means:

#### **5.1 Continual improvement of occupational health and safety performance**

The Supplier shall be aware of the occupational health and safety risks of its operations.

The occupational health and safety efforts shall be documented and the following should be in place:

- A Health and Safety policy
- A health and safety program consisting of targets and activities, together with a plan to eliminate occupational health and safety risks
- An appointed health and safety officer

The scope of the health and safety efforts should be proportionate in relation to the specific circumstances and risks of each supplier, taking account of the number of employees and the scale of operations.

#### **5.2 Training and safety**

The Supplier shall have routines in place to ensure that personnel have relevant permits/licences, professional training and qualifications for performing their work.

Personnel shall receive training and instruction in any health risks that the work may pose, including fire safety, hazardous work activities and first aid. The Supplier shall provide appropriate personal protective equipment and work tools and shall ensure that information about health and safety is readily accessible in the workplace.

Working premises shall be provided with adequate fire safety and emergency evacuation facilities, taking into account the nature of operations and the risk of fire and other hazards. Emergency exits shall be clearly marked and illuminated and must not be blocked. Evacuation drills and testing of fire alarms shall be conducted regularly.

### **5.3 Zero tolerance of alcohol and drugs**

All work shall be performed without any influence from alcohol or drugs. "Drugs" shall be understood to mean narcotics, non-medicinal use of pharmaceuticals and anabolic steroids.

Should any abuse of alcohol or drugs be suspected or confirmed, this shall be handled in accordance with dedicated treatment programs.

## **6. Environmental consideration**

The Supplier shall be aware of any negative impact its business operations may have on the environment and shall actively work to reduce such impact.

This means:

### **6.1 Continual improvement of environmental performance**

The Supplier shall have routines in place to identify and measure its environmental impact.

The Supplier shall take appropriate action to reduce the environmental impact of its operations and shall focus on constantly improving its environmental performance and minimizing its consumption of resources and its emissions.

The environmental efforts shall be documented and the following should be in place:

- An environmental policy
- An action plan, consisting of targets and activities, to minimize the environmental impact of operations
- An appointed environmental officer

The scope of the environmental efforts should be proportionate in relation to the specific circumstances and risks of each supplier, taking into account the number of employees and the scale of operations.

## **7. Zero tolerance of corruption**

E-TRON has a zero tolerance policy on corruption, including bribery, conflict of interest, fraud, embezzlement, blackmail, nepotism and favouritism/cronyism.

The Supplier shall not, directly or indirectly, offer or provide undue payment or other remuneration to any person or organization in order to obtain, retain or control business dealings or to obtain other undue advantage within the scope of its operations.

The Supplier shall not, directly or indirectly, request or accept any kind of undue payment or other remuneration from a third party which may affect the objectivity of any business decision.

The Supplier may not offer any E-TRON employee benefits intended to facilitate the Supplier's business dealings with E-TRON.

## 8. Follow-up

The business relationship between E-TRON and our suppliers shall be based on honesty, trust and cooperation.

E-TRON shall be provided with the opportunity to verify the Suppliers' compliance with the requirements of the Supplier Code. Follow-up may be conducted in the form of self-assessments and/or by on-site audits conducted by E-TRON personnel, or a third party appointed or approved by E-TRON. The audits include inspection of health and safety, together with interviews of employees and access to accurate and comprehensive documentation regarding compliance with the Supplier Code.

Deviations revealed during audits shall be remedied within the agreed period. If self-assessment is not carried out within the time stipulated, E-TRON may require the Supplier to pay for and present an audit report, performed by a third party that E-TRON has appointed or approved, confirming compliance with the requirements of the Supplier Code.

It is the responsibility of the Supplier to ensure that sub-contractors fulfil the requirements of the Supplier Code. The Supplier is responsible for evaluating and examining its supply chain and must be able to provide E-TRON with information in this respect on request.

Any audits or checks that E-TRON conducts at suppliers' sub-contractors will be conducted upon agreement with the supplier.

Failure to enable E-TRON to verify compliance with the Supplier Code, or to remedy identified non-compliances within an agreed period, will be regarded as a material breach of contract.

E-TRON regards information obtained in the course of self-assessment or audit as confidential and will not, without the written consent of the Supplier, pass on any confidential information to a third party or unauthorized person at E-TRON.

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