



The Vy Group's Supplier Code of Conduct

1. The purpose of the Vy Group's Code of Conduct

The purpose of the Vy Group's Supplier Code of Conduct is to ensure ethical and responsible conduct for all suppliers and sub-suppliers of goods and services to the Vy group.

The Vy Group's Supplier Code of Conduct applies to all of the Group's suppliers and all its sub-suppliers. The Supplier is responsible for ensuring compliance with this Code of Conduct within its own organisation and within its supply chain. The Code of Conduct forms part of the contract with the Vy Group and the Supplier and any breaches may have consequences, cf. Section 8.

2. Basic human rights and workers' rights

2.1 General information

The Supplier shall ensure that its organisation does not directly or indirectly violate basic human rights and workers' rights as set down in:

- The UN Declaration of Human Rights
- The eight ILO Core Conventions
- and the national legislation on labour rights in the country of production.

The Supplier shall actively work to prevent such violations from occurring as a result of their activities.

In cases where the Supplier is subject to national legislation that imposes requirements concerning the safeguarding of human rights, such as the Transparency Act, the provisions set down in the legislation in question shall be complied with.

2.2 Child labour

The Supplier shall respect and comply with the provisions set down in the UN Convention on the Rights of the Child, Article 32, as well as ILO Conventions no. 138 on minimum ages and no. 182 on child labour. As part of this, The Supplier shall not use workers:

- of compulsory school age or under the age of 15 years, or
- under the age of 18 years for work at night or work that poses physical danger and/or a risk to health

2.3 Forced labour/slave labour

The Supplier shall comply with ILO Convention no. 29 on forced labour and no. 105 on slave labour, i.a. by ensuring that they do not contribute to forced labour, slave labour or involuntary labour. As part of this, all employees within the supply chain shall be free to terminate their employment relationship, subject to a reasonable notice period. The Supplier shall not seize employees' identification documents or require deposits.

2.4 Discrimination

The Supplier shall comply with ILO Conventions no. 100 on equal pay and no. 111 on discrimination, as well as the UN Convention on the Elimination of All Forms of Discrimination Against Women. As part of this, the Supplier shall, i.a. ensure that no arbitrary or illegal discrimination takes place based on gender, ethnicity, caste, religion, sexual orientation, political beliefs or on any other grounds.

2.5 Trade union organisation and collective bargaining

Suppliers shall comply with ILO Conventions no. 87 on Freedom of Association and Protection of the Right to Organise and no. 98 on the Right to Organise and Collective Bargaining.

In the event that the freedom of organisation and/or collective bargaining are restricted by national law, the Supplier shall nevertheless facilitate, and not hinder alternative forms of free and independent workers' representations and negotiation, as far as it is lawful in the country of production.

2.6 Compliance with national legislation on labour rights in the country of production

The Supplier shall comply with national legislation on labour rights in the country of production and/or countries in which services are performed. Particularly relevant matters are 1) wage and working hours 2) occupational health and safety; 3) regular employment conditions, including contracts of employment; 4) statutory insurance and social schemes.

2.7 Privacy

The Supplier shall respect the privacy of employees and third parties and shall not record or monitor such parties unless this is in accordance with legislation in the countries in question.

3. Environment

The Supplier shall ensure minimal negative environmental impact and shall comply with all relevant national and international environmental standards. The Supplier shall work actively to minimise greenhouse gas emissions, environmental risks and other climate and environmental challenges associated with their own activities and in the supply chain. In cases where the Supplier undertakes activities with significant environmental impact and/or environmental risk, the Supplier shall have a publicly available environmental policy.

In cases where the Supplier is subject to the waste regulations, The Supplier shall be a member of accredited return schemes.

4. Business ethics

The Supplier shall comply with general requirements related to good business practices, professionalism and accountability in the implementation of their activities. The Supplier shall comply with legislation on all relevant areas, including taxes and duties, and competition law.

The Supplier shall actively and continuously work to eliminate extortion, corruption and money laundering, including examining situations where it would be reasonable to assume that such circumstances may have occurred.

The Supplier shall comply with requirements of legal competence, and report on any instance of possible legal incompetence. The Suppliers shall immediately report to the Vy Group in the event of any potential conflict of interest between the Vy Group and the Supplier or a third party with which the Supplier has a relationship. Here, relationship refers in particular to ownership or contractual relationships.

The Supplier shall not seek to influence decisions by offering gifts or other benefits to the Vy Group's employees/representatives.

5. Due diligence

The Supplier shall maintain an overview of their supply chain and shall conduct due diligence in line with the OECD Guidelines to prevent violation of the Code of Conduct, cf. Sections 1-4 above.

6. Contract follow-up and documentation of compliance

The Vy Group or a third party appointed by the Group shall be entitled to conduct the necessary follow-up measures with suppliers and sub-suppliers to ensure compliance with the Vy Group's Code of Conduct.

Relevant follow-up measures may include, but are not limited to:

- the use of self-assessment forms and follow-up meetings,
- documentation of production units within the supply chain for selected high-risk products, components and/or raw materials,
- documentation of risk assessments and follow-up measures within the supply chain and
- inspections/audits in the supply chain.

In cases where return scheme membership or similar is required, documentation of such membership shall be submitted upon request.

7. Information to employees and sub-suppliers

The Supplier is obliged to provide employees and sub-suppliers with an adequate introduction to the Vy Group's Code of Conduct, so that all participants in any work done on behalf of the Vy Group is familiar with and understand the Code of Conduct.

8. Violation of the Code of Conduct

The Supplier is obliged to immediately notify the Vy Group in the event of any violations of the Code of Conduct that the Supplier discovers within its own organisation or at its sub-suppliers. The Supplier shall take immediate action to rectify any such violations. The Vy Group may demand that a corrective action plan (CAP) of when and how the violations will be rectified is to be submitted.

Violation of the Vy Group's Code of Conduct shall be regarded as material breach of contract and may result in the Vy Group:

- Implementing/imposing a temporary suspension to the delivery. During temporary suspension, the Vy Group is entitled to replacement purchases made from another supplier.
- requiring the Supplier to change sub-suppliers. This shall take place without any cost to the Vy Group.
- terminating the contract with the supplier, cf. also the contractual provisions.
- excluding the Supplier from qualifying for new tender competitions for contracts with the Vy Group.
