

1. PURPOSE

Solkompaniet strives to have the industry's most satisfied customers, the highest employee commitment, and a sustainable and profitable growth. Our vision for sustainability is to be an industry leader in climate action and sustainability and take clear financial and social responsibility. To be a sustainable business means working in several dimensions. It means a commitment to ethical business practices, producing sustainable products, to do responsible purchasing and minimising environmental footprint.

Solkompaniet's Supplier Code of Conduct ("the **Code of Conduct**") is continuously updated and is based on:

- UN Universal Declaration of Human Rights and related UN conventions
- UN Global Compact principles
- ILO core conventions on the principles of international business and social policy
- OECD guidelines for international companies
- ISO 9001
- ISO 14001
- ISO 45001

2. VALUES

Our core values – **Open, Driven and Together** - guide us in our daily work. Our core values and our code of conduct, which summarises our overall guidelines on how to act responsibly, are a framework for how we behave in our daily operations.

3. GENERAL

- 3.1. Solkompaniet want to work with others who share its values. The Code of Conduct explains the behaviours we expect from our Suppliers. Solkompaniet require that this Code be embedded throughout its' supply chain to ensure that actions taken on Solkompaniet's behalf are carried out in accordance with Solkompaniet's values.
- 3.2. We also have a third-party due diligence program to help us to know our business partners throughout our supply chain.
- 3.3. The Code of Conduct does not replace laws or legislation and all of our Suppliers, and their consultants and subcontractors (hereinafter "**Supplier**" or "**Suppliers**") must know and comply with all relevant governmental laws (including, but not limited to, social and tax legislation), regulations and standards in the countries in which they operate, and if on site, in the country where the site is located. If there are differences between the provisions of this Code and national laws, Supplier must comply with the higher standard.

4. BUSINESS ETHICS

- 4.1. Solkompaniet's actions shall in all situations, regardless of country or market, be characterised by responsibility and respect for customers, Suppliers, business partners and the local



communities in which we operate. Ethical behaviour and good business practice are of crucial importance for our development and profitability. The goal is to develop long-term stable business relationships where Solkompaniet is considered a responsible and professional partner.

- 4.2. Our Suppliers shall avoid situations that could lead to or give an impression of creating conflicts of interest within the scope of its assignments for Solkompaniet. Supplier is requested to notify Solkompaniet if a potential conflict of interest exists.

5. CONFIDENTIALITY

- 5.1. Means to effectively safeguard customer information regarding business activities, structure, financial situation, performance, and/or any other information deemed confidential shall be disclosed only in accordance with the guidelines specified within any agreed upon non-disclosure agreement between Supplier and Solkompaniet and within the guidelines of all applicable laws and regulations. Prior to taking part of an RFP the Supplier shall sign a non-Disclosure Agreement.
- 5.2. As part of the contract/agreement implementation or in preparation to enter a contract or agreement, Supplier may gain access to information or material which Solkompaniet deems to be proprietary or

confidential. Suppliers, in all instances, shall comply with the confidentiality undertakings and obligations of which are set forth in the relevant document such as request for proposal, invitation to bid, other solicitation document, or agreements by and between Solkompaniet and the Supplier.

- 5.3. Solkompaniet considers any breach of confidentiality and unauthorised disclosure or use of proprietary or confidential information as a very serious matter and reserves the right (without prejudice to all other legal or contractual remedies) to disqualify any potential Supplier or to terminate any relationship with a current Supplier if the respective Supplier violated the obligations of confidentiality.
- 5.4. All advertising, press releases, or printed matter that refers to Solkompaniet or existing/potential Supplier's relationship with Solkompaniet is subject to Solkompaniet's written approval prior to publication or any other use.

6. TRAVEL AND EXPENSES

Supplier shall adhere to Solkompaniet's travel policy. Herewith Business class flights and first-class hotels are not allowed. When comparing options with similar costs the alternative with least environmental impact shall be chosen. In case travel and accommodation costs are not included in the agreed price, only actual, verified and by Solkompaniet pre-approved costs can be invoiced.

7. HSE STANDARDS

Supplier shall provide a high quality and safe working environment for its employees, enhancing their abilities through training and knowledge transfer and Supplier shall support and advise Solkompaniet in achieving Solkompaniet's overarching principles as follows ("HSE Standards"):

- a. ensuring continued environmental responsibility, both internally and within the local communities in which it operates;
- b. preventing or substantially minimising environmental impacts and save natural resources in the operation and growth of the business through the integration of environmental concerns into design and planning processes; the implementation of appropriate waste management and pollution control procedures; avoidance of toxic substances; and the promotion of eco-efficiency and use of renewable energy;
- c. setting target levels of environmental performance and ensure that all potential environmental impacts are considered;

- d. continually monitoring and improving environmental performance and prevention of pollution through the development and implementation of an Environmental Management Plan;
- e. conserve and enhancing the environment in and around project locations as part of Purchaser's standard operating procedures; and
- f. providing a high quality and safe working environment for employees, enhancing their abilities through training and knowledge transfer and
- g. supporting and advising Solkompaniet in respect of the following IFC (a division of the World Bank) Performance Standards (PS): PS1: Social and Environmental Assessment and Management Systems; PS2: Labour and Working Conditions; PS3: Pollution Prevention and Abatement; PS4: Community Health, Safety and Security; PS5 Land Acquisition and Involuntary Resettlement; PS6: Biodiversity Conservation; PS7 Indigenous Peoples; PS8 Cultural Heritage.

7.1. Child Labour

- a. Every child must be protected from being financially exploited and from performing work that may be hazardous or affect the child's opportunity for education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.
- b. In this context, Solkompaniet has zero tolerance for child labour in any form. A child is defined as a person younger than 15 years, or as an exception, 14 years in the countries referred to in Article 2.4 of the ILO Convention no. 138. If the national legal age for working is higher than 15 years, the Supplier must comply with national law.
- c. The Supplier must establish and implement a lawful and effective child labour policy.
- d. The Supplier/subcontractor must keep copies of official documentation for every worker that verifies the worker's date of birth.
- e. Young people (between 15-18 years of age) may only perform non-hazardous work, hold the national legal age for work and have completed primary school.

7.2. Basic Rights and Freedom of Association

- a. All workers hired on behalf of Suppliers to Solkompaniet should be entitled to his or her basic rights and are to be treated with dignity and respect.
- b. If foreign workers are employed on contract basis, they should never be forced to remain

- employed for any period of time against their own will. The employer must cover all commissions and other fees to the recruitment agency in connection with their employment.
- c. All workers should have the right to freedom of association and to participate in collective bargaining, or individually in accordance with local laws without fear of reprisal, intimidation or harassment.
 - d. Open communication and direct engagement between employees and management are the most effective ways to resolve workplace and compensation issues. Suppliers are to respect the rights of employees to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

7.3. Wages and Working Hours

- a. The salary level shall meet, and preferably exceed, the legal minimum wage or prevailing industry standards or collective agreements, and must be sufficient to cover the basic needs of the worker and his/her family, as well as provide a surplus for other reasonable expenses.
- b. Unfair or unlawful deductions from wages or deprivation of benefits used as disciplinary action is not allowed.
- c. Weekly working hours must not exceed the legal limit, and overtime work must always be voluntary and properly compensated.
- d. All workers should have the right to at least one full day off per week.
- e. All employees must receive an employment contract containing written and easily comprehensible information regarding working conditions, including wages and benefits.
- f. The workers must be granted their stipulated annual leave and sick leave without any form of repercussions. Female workers must be given their stipulated maternity leave in case of pregnancy.
- g. Supplier shall upon request hand over its employees' payslips and a translation thereof to enable its compliance with its obligations to be checked.
- h. If the Supplier is established or domiciled abroad and posts employees, it shall comply with the regulations concerning posted employees and, in particular, must comply with the minimum social standards of the relevant collective bargaining agreement. Accordingly, personnel hired specifically in order to be posted will not be tolerated.

7.4. Discrimination

Diversity and gender equality are promoted and valued. The basis of our view of every human is respect for each person's unique and equal value. Solkompaniet has therefore zero tolerance for discrimination in any form.

- a. Solkompaniet's Suppliers and subcontractors must not engage in, or support discrimination based on race, colour, sex, language, religion, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, family responsibilities, age and disability or other distinguishing characteristics.
- b. All workers with the same experience and qualifications should receive equal pay for equal work. Rent, compensation, benefits, training, advancement, discipline, termination, retirement or other employment-related decisions must be based on relevant and objective criteria.
- c. Dismissal of pregnant female workers is not tolerated.

7.5. Forced Labour and Responsible Excavation of Minerals

- a. Solkompaniet has zero tolerance for forced labour, wage slavery, debt bondage, servitude or prison labour in any form. This includes transporting, harbouring, recruiting, transferring or receiving vulnerable persons by means of threat, force, coercion, abduction or fraud for the purposes of exploitation.
- b. Workers must not be required to surrender any government issued identification, passports or work permits as a condition of employment.
- c. Supplier must comply with applicable laws and regulations regarding handling of conflict minerals. Conflict minerals are minerals from high-risk areas and conflict-affected areas, the use of which directly or indirectly contributes to the financing of armed groups that are expected to commit serious human rights violations. Goods delivered to Solkompaniet must comply with the requirements of applicable laws and regulations on conflict minerals.

7.6. Rights of Indigenous People

- a. Supplier shall respect the rights of indigenous and tribal people and their social, cultural, environmental, and economic interests, including their connection with lands and other natural resources. Supplier shall follow the principles of free, prior, and informed consent, and participation to obtain broad-based consent

of indigenous and tribal peoples in their activities.

7.7. Safety and Hygiene

- a. The Supplier is recommended to implement a health and safety system in accordance with e.g. Occupational Health and Safety Management Systems or ISO 45001.
- b. Supplier and its' subcontractors shall prioritise the safety of their employees.
- c. Exposure to the hazard of physically demanding tasks shall be identified, evaluated and controlled. This includes manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks. No hazardous equipment or unsafe buildings are acceptable.
- d. The Supplier must comply with all applicable electrical design and installation standards (e.g. as issued by the Swedish National Electrical Safety Board's regulations and general advice).
- e. The workplace must be provided with adequate and well-identified emergency exits, fire alarms, evacuation plans, emergency lighting and fire extinguishers. Aisles and exits must be free to facilitate rapid and complete evacuation of the premises in case of an emergency.
- f. All workers must be regularly trained in emergency evacuation, emergency equipment must be tested regularly and at least one person in each department must be trained in first aid.
- g. In the event of an accident, workers must have access to adequate medical care. The employer must pay any costs for medical care (not covered by social security), incurred by a worker due to an injury during work in the factory.
- h. The workplace must be well lit and well ventilated, and the temperature comfortable.
- i. All employees must have access to clean toilets, if possible separate for men and women, and clean drinking water.
- j. If a Supplier/subcontractor provides housing facilities for its staff, the requirements regarding safety and factory conditions, must also cover the housing area. Additionally, the housing facilities must meet the following requirements:
 1. All workers must be provided with their own individual bed, and the living space per worker must meet the minimum legal requirement.
 2. There must be no restriction on the workers' right to leave the dormitory during off hours.
 3. There must always be adequate safety equipment such as fire alarms, fire

extinguishers, unobstructed emergency exits and evacuation drills.

- k. Supplier shall allow Solkompaniet unrestricted access to the accommodation that the Supplier makes available to its employees or for which it pays.
- l. **Site Safety**
 1. Supplier shall follow Solkompaniet's written and oral instructions regarding personal and operational safety.
 2. Procedures shall be in place to prevent, manage, track and report occupational injury and illness, including procedures to (i) encourage worker reporting, (ii) classify and record injury and illness cases, (iii) provide necessary medical treatment, (iv) investigate cases and implement corrective actions to eliminate their causes and (v) facilitate return of workers to work.
 3. Supplier shall ensure that the operation of any machinery or equipment on site is carry out by a person with the authorisation and valid documentation to do it.
 4. Machinery shall be evaluated for safety risks. Physical guards, interlocks and barriers shall be provided and properly maintained where machinery presents an injury risk to workers.
 5. Suppliers shall comply with all applicable fall prevention requirements including, as relevant, fall prevention safety plans, training, monitoring, mitigation activities, corrective action plans as well as any additional activities to eliminate fall risk.
 6. Supplier shall ensure that its employees and others in the supply chain have the training and equipment required to perform their duties in a safe manner.
 7. Everyone, regardless of employer, has the right, and obligation to stop hazardous work.
- m. **Road Safety**

Transport to and from the workplace and within the site may only take place if the following rules are followed:

 1. Vehicles must be driven with care and at low speed;
 2. Vehicle must be maneuvered forward, within reason, as much as possible to avoid reversing;
 3. Loading and unloading of goods may only take place within the designated areas unless otherwise agreed with the Employer: and

4. Entrances to the property and/or adjacent properties cannot be blocked.

7.8. Zero Tolerance for Drugs

To create safe and secure workplaces, it is necessary to take measures to prevent and prevent negative consequences of harmful use. All work shall be performed without any influence from alcohol or drugs. "Drugs" shall be understood to include narcotics, anabolic steroids and nonmedicinal use of pharmaceuticals.

- a. Should any abuse of alcohol or drugs be suspected or confirmed, this shall be handled in accordance with dedicated treatment programs.
- b. The Supplier shall ensure that any engaged drivers and/or operators operate their vehicles and/or machines without being affected by tiredness, alcohol, drugs or pharmaceuticals such as to affect driving performance. The Supplier is encouraged to install breathalysers, ignition interlock device or similar in vehicles and machines used.
- c. Solkompaniet reserves the right to test all Supplier personnel who work for us or on our sites. We request full participation and collaboration from both the personnel and the Supplier.

7.9. Environment

Solkompaniet works actively to reduce the environmental impact of our operations, with a focus on products, transport, energy use and waste.

- a. 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. The Supplier shall adhere to international treaties, codes and all relevant jurisdiction regarding the protection and preservation of the environment. Adverse effects on the community, environment and natural resources are to be minimised, while safeguarding the health and safety of the public. The Supplier shall pursue and demonstrate continuous environmental improvements in various areas, including reduction of emissions, discharges, noise, waste, and reduction in the use of natural resources. A plan and activities for reduced carbon dioxide emissions shall be in place. Environmentally harmful substances or substances, including, but not limited to, such that contain any trace of asbestos, chrysolite, amosite, crucydolite, tremolite, anthophyllite or

actinolite, that pose a danger to workers or end users must not be used in production of goods. All waste, including wastewater and air emissions, liable to affect the environment or human health adversely, must be stored, managed, controlled, disposed of and treated before discharged.

8. ANTI-CORRUPTION AND FINANCIAL CRIME PREVENTION

- 8.1. Our suppliers are obliged to disclose information about ownership, beneficial ownership, and financial information in accordance with law. Our suppliers shall also establish internal policies, processes, procedures, and controls to ensure that their operations, products, and services meet all legal requirements and strive for continuous improvement in these areas and keep abreast of any updates or changes to the regulatory environment. They shall also establish training programs to ensure their employees, parent company, and contractors are aware of, and comply with, these requirements.
- 8.2. Bribery and any other form of corrupt conduct are strictly forbidden. Neither Solkompaniet as a company nor anyone acting on behalf of Solkompaniet may grant, offer, or promote payments, gifts or other benefits that may affect or be perceived to affect the objectivity of a business decision or an official decision. Correspondingly, Suppliers shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement (covering promising, offering, giving or accepting any bribes)..
- 8.3. Supplier shall comply strictly with all Applicable Anti-Corruption Law, and Supplier, Supplier's Personnel and Supplier's shareholders have not taken or will not take any action in furtherance of an offer, payment, promise to pay, or authorisation of the payment or giving of anything of value, directly or indirectly (whether through its employees, agents, representatives, distributors or otherwise), to any person while knowing or having reason to know that all or some portion of the payment or thing of value will be offered, given or promised to anyone in order to obtain, influence, induce or reward any improper advantage in connection with any business transactions involving Solkompaniet.
- 8.4. Supplier shall take appropriate preventive and investigative actions to avoid being part of or facilitating money laundering, terrorism financing and/or other financial crime.

- 8.5. Supplier shall comply with all applicable economic, financial and trade sanctions, including those ordered or administered by the United Nations, the European Union, the United Kingdom, the United States of America, and other jurisdictions to the extent applicable.
- 8.6. In line with the above Supplier represents, warrants and undertakes that:
- none of Supplier, its shareholders, owners, Supplier Personnel and other affiliates is subject to sanctions and export control laws (as defined by the United Nations, the European Union, the United Kingdom, or the United States of America, and other jurisdictions as relevant), "Restricted Party" and,
 - Supplier shall not deal with any person or entity that is a Restricted Party, and
 - Supplier shall not source goods, materials or services including logistics from any person or entity that is a Restricted Party.
 - Supplier shall apply adequate controls to ensure its and its suppliers' compliance with sanctions and export control laws, including third party screening and due diligence and binding business partners to sanctions compliance.

9. SECURITY AND PROTECTION OF PERSONAL DATA

- 9.1. Supplier shall take care with assets owned by Solkompaniet, its Client other stakeholders. Herewith Supplier shall obtain appropriate permission before using assets owned by Solkompaniet or others.
- 9.2. Supplier shall not accept assets being stolen.
- 9.3. Supplier and its employees shall immediately report incidents or threats to the security to Solkompaniet.
- 9.4. Supplier Suppliers shall comply with privacy and information security laws and regulatory requirements when personal information and data is collected, registered, compared, transmitted, shared, stored, removed, and otherwise processed.

10. COLLABORATION AND CONTINUOUS IMPROVEMENT

Solkompaniet believes in fostering collaborative relationships with its suppliers. We encourage suppliers to engage in dialogue, share best practices, and work together towards continuous improvement in areas related to health, safety, environmental responsibility, and ethical conduct. Our suppliers should proactively identify opportunities to enhance their practices and strive for excellence in all aspects of their business operations.

11. MONITORING AND REINFORCEMENT

- 11.1. Solkompaniet expects all its Suppliers and their subcontractors to adhere to this Code and to actively do their utmost to achieve its standards. Solkompaniet expects its Suppliers to secure from its Consultants and Subcontractors written compliances with Anti-Corruption laws, HSEC standards and the prohibition on the use of Child Labour that are no less onerous than the ones set out in this Code of Conduct
- 11.2. We are willing to take into consideration cultural differences and other relevant factors, which may vary from country to country, but we will not compromise on our basic requirements regarding safety and human rights.
- 11.3. We reserve the right to make inspections/audits, to ensure compliance with this Code and Solkompaniet expects its Suppliers to enforce in their own contracts audit and inspection provisions substantially equivalent to those imposed and secured from Supplier in this Code of Conduct.
- 11.4. Supplier will keep and maintain accurate and reasonably detailed records in connection with its performance under and payments made in connection with the services and any agreement and will, upon request, permit Solkompaniet or its nominee to audit and examine those books for verification of compliance with Supplier's covenants, representations, warranties and undertakings under this Code of Conduct.

12. NON-COMPLIANCE

- 12.1. Programs that ensure the protection of Supplier and employee whistleblower confidentiality are to be maintained. If a Supplier or a Supplier employee find that Solkompaniet does not act in accordance with the code of conduct or that a business partner of Solkompaniet do not meet the standard set in the code of conduct, we encourage promptly notification to Solkompaniet on <https://solkompaniet.visslan-report.se/#/> any suspected improper behaviour by Suppliers relating to their dealings with Solkompaniet, or any known or suspected improper behaviour by Solkompaniet employees.
- 12.2. Supplier acknowledges and agrees that a breach of this Code of Conduct shall amount to a repudiatory breach, giving Solkompaniet the right to immediately terminate any Agreement between the parties and seek monetary compensation.
- 12.3. Notwithstanding the above, Solkompaniet may immediately terminate any Agreement by written notice to Supplier if Solkompaniet knows or reasonably believes:

- a. any breach of this Code of Conduct is imminent; and/or
- b. any of Supplier, its shareholders, owners, Supplier Personnel and other affiliates becomes a Restricted Party.

13. CODE OF CONDUCT COMPLIANCE COMMITMENT

- 13.1. Solkompaniet is dedicated to promoting a culture of integrity, safety, environmental stewardship, and ethical business conduct.
- 13.2. Solkompaniet expects its suppliers to uphold the highest standards of ethical conduct, health and safety, environmental responsibility, and anti-corruption practices. This Supplier Code of Conduct outlines our expectations and provides a framework for collaboration and continuous improvement. We believe that by working together with our suppliers, we can achieve sustainable growth and contribute to the well-

being of our employees, communities, and the environment.

- 13.3. By accepting to become a supplier to Solkompaniet, you acknowledge your commitment to this Supplier Code of Conduct and agree to abide by its principles and requirements. We expect you to cascade these standards to your subcontractors and suppliers, ensuring that the entire supply chain aligns with our values. Failure to comply with this code will have consequences, including, but not limited to, termination of the supplier relationship and liquidated damages. Solkompaniet reserves the right to conduct audits and assessments to verify compliance with this code and may request documentation and evidence from suppliers to support their adherence to these standards.
- 13.4. We appreciate your cooperation in upholding these principles and working together to achieve sustainable and ethical business practices.

CONCLUSION

- We hereby confirm that we have read and fully understand Solkompaniet's Code of Conduct.
- We agree to comply with the Code, to take responsibility for informing all our subcontractors about the content of the Code, and to make sure that they also comply.
- We confirm that we have full knowledge of all relevant laws and regulations in the countries where we operate and that the requirements in this Code are met.
- We acknowledge that Solkompaniet, has the right to make unannounced inspections/audits at our factories and subcontractors at any time. We will without delay supply Solkompaniet with detailed information on the location of all production units used for production of goods for Solkompaniet.
- We guarantee that no production of goods for Solkompaniet will take place at any other location than those informed to Solkompaniet and will not assign any subcontractor without Solkompaniet's prior written consent.

This Code of Conduct has been digitally signed by authorised representatives of the Supplier.

Verifikat

Transaktion 09222115557511750337

Dokument

240228 Supplier Code of Conduct

Huvuddokument

7 sidor

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