

HULTAFORS GROUP

Code of Conduct

Edition: 2021-01

Pages: 1 of 11

Date: February 2, 2021

For Hultafors Group, Sustainability is a natural part of what we offer and how we act.

It is integrated in the Way We Work, built on respect for people, planet and profit.
For us, it is important that you can trust our products, as well as our actions.

We exist to create a better day for professional users so they can excel and thrive.
Now and in the future.

That is why we are not satisfied just being a part of the development
— we aim to be at the forefront in our business. Always.

This Code of Conduct sets the foundation for our Sustainability work and our operations. It sets the minimum requirements and defines standards for fair, safe and healthy working conditions and environmental responsibility. Doing things, the right way, ethically, with integrity, and in full compliance with the law is fundamental. Our Code of Conduct applies to the whole supply chain of a Hultafors Group product.

Gothenburg, Sweden, 2nd of February 2021



Martin Knobloch
Chief Executive Officer



HULTAFORS GROUP

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1. INTRODUCTION AND PURPOSE

Hultafors Group AB develops, manufactures, markets and sells workwear, safety shoes, PPE, work gear, hand tools, and access solutions under several brands. This Code of Conduct is valid for Hultafors Group legal entities.

For Hultafors Group, it is important to take responsibility: this Group wide Code of Conduct is developed in order to set minimum requirements, and define standards for fair, safe and healthy working conditions and environmental responsibility throughout our supply chain.

2. SCOPE OF APPLICATION

This Code of Conduct is developed to provide a non-negotiable requirement that applies to the whole supply chain of a Hultafors Group product - all our self-owned factories, suppliers, approved subcontractors, sub-suppliers and other parties involved in the production process delivering material or components that are used in, or for our products. (Hereinafter referred to as “supplier”). It is the responsibility of the supplier to inform and secure compliance with this Code of Conduct from all involved parties in the supply chain with whom Hultafors Group do not have direct contact.

These standards equally apply to permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly paid, legal young workers (minors), part time, night, and migrant workers. (Hereinafter referred to as “employees”).

The Hultafors Group’s Code of Conduct is a foundation for our business relationships and is therefore an integral component of how sourcing strategies and factory performance evaluation is approached and it also determines which factories Hultafors Group will continue to engage and grow business with. Hultafors Group expects the supplier to make improvements when any of these Code of Conduct standards are not met, and to develop internal strategies to ensure ongoing compliance. The timeline for achieving compliance shall be reasonable and clearly defined in an action plan presented to Hultafors Group. Providing proof of correction to Hultafors Group for each non-compliance is also required. In this regard, please also refer to paragraph 15 in this document.

Hultafors Group reserves the right to amend or modify the Code of Conduct at any time and will inform suppliers of any change.

3. REFERENCE DOCUMENTS AND STANDARDS

Hultafors Group’s Code of Conduct is based on the below current international reference documents and standards:

- The International Labour Organization’s (ILO) Declaration on Fundamental Principles and Rights to Work

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- The UN Global Compact
- The Rio Declaration on Environment and Development
- The UN Convention against Corruption
- The UN Convention of the Rights of the Child
- Council Directive 98/58/EC on the protection of animals kept for farming purposes
- Council Regulation 2005/1 on the protection of animals during transport
- Council Regulation 1099/2009 on the protection of animals at the time of killing
- The Conflict Mineral Regulation

4. LEGAL REQUIREMENTS

Hultafors Group's general rule is that the supplier must comply with relevant and national laws in the country in which they are operating. Should any of the requirements in our Code of Conduct be in violation of the national laws, the law in that country take precedence over the Hultafors Group's Code of Conduct. Hultafors Group must be notified immediately in any such case, in order to decide how to proceed.

It is important to understand that Hultafors Group's requirements may not be limited to what is set forward by national law. When national legal requirements are less strict than this Code of Conduct, it is always Hultafors Group's Code of Conduct that applies, the supplier shall apply the highest standards at all times.

5. HUMAN RIGHTS AND LABOUR STANDARDS

Hultafors Group supports and respects the protection of internationally proclaimed Human Rights. One of the purposes of this Code of Conduct is to make sure that we are not complicit in Human Rights violations.

Every employee shall be treated with respect and dignity. Hultafors Group expects the supplier to respect the rights of each individual and prohibits any type of violence, abuse and assault at the workplace. The employees shall be free to lodge complaints with their superiors.

Under no circumstance does Hultafors Group accept that the supplier uses corporal punishment, humiliation or any other type of mental or physical disciplinary action, nor shall there be any threat of such treatment.

5.1 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

The supplier to Hultafors Group's shall support the establishment of employer-employee dialogue and recognize the right of all employees to form and join trade unions, or similar associations of their own choosing, and bargain collectively (ILO Convention 87 & 98). In situations where freedom of association and collective bargaining is restricted under national law, the supplier should facilitate parallel means of independent and free association and bargaining for all employees.

Disciplinary or discriminatory actions from the supplier against employees who join an association, or by other means organize themselves, are not accepted.

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5.2 FORCED LABOUR

Hultafors Group does not accept any form of forced or compulsory, bonded, or any other type of labour that is considered illegal in the production of our goods. Employees shall be free to leave their employment after reasonable notice as required by national law or contract.

There shall be no restriction to the employees' rights to leave the workplace. Supplier shall not retain employee's deposits, identity papers, passports or work permits as a condition of employment.

Any commission or other fees to recruitment agencies in connection with employment of foreign, migrant or temporary employees should be covered by the employer.

5.3 CHILD LABOUR

The age of admission to employment shall be no less than the age of completion of compulsory schooling and, in any case, not less than 15 years as covered by article 2.3 in the ILO convention no 138.

If the minimum employment age in the country where the supplier performs its business is higher than 15 years, then the supplier must adhere to the national laws and regulations.

Children, in the age of 15-18 years, shall not perform hazardous work which, by its nature or the circumstances in which it is carried out, is likely to harm their health, safety or morals. Limits for working hours and overtime for this age group shall be set with special consideration to the employee's age.

Hultafors Group's posture is that there shall be no child labour - If a child is found working at the supplier's plant or otherwise engaged in the conduct of business, whether at a factory or not, Hultafors Group will demand that the supplier takes immediate and effective measures in the child's best interest. Hultafors Group will, together with the supplier, seek to find a satisfactory solution, taking into consideration the child's age, social situation and education. Hultafors Group will not ask a supplier to dismiss a child without first discussing the child's future. Any measures taken shall always aim at improving, not worsening the individual situation of the child. Any costs for education, etc. must be covered by the supplier.

5.4 ELIMINATION OF DISCRIMINATION

No employee shall be discriminated based on race, gender, national origin, ethnicity, political opinion, social group, religion, age, sexual orientation, marital status, health, disability, or other classes protected by law. (ILO convention 100 & 111)

All employees possessing the same qualification and experience shall receive equal conditions during employment, including hiring, compensation, advancement, termination, or retirement.

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Dismissal of pregnant female employees during parental leave or following their return to work is not acceptable when no legal reason can be proven. Employees taking parental leave shall be entitled to return to their employment on the same terms and conditions as they had prior to taking leave.

6. EMPLOYMENT CONDITIONS

All employees shall be entitled to a written contract in their own language, that clearly states the terms and conditions of the employment including wages, benefits, and working conditions. Hultafors Group expects the supplier to ensure the employees are aware of their legal rights and obligations.

6.1 WORKING HOURS

Hultafors Group expects the supplier to comply with the maximum number of regulated working hours stipulated in the local laws in the country where the supplier performs its business. This limit should not exceed 48 hours per week, as stated in the ILO convention no 1. In exceptional circumstances, covered by article 2 in the ILO convention no. 1, the limit of 48 hours can be extended.

Overtime must always be voluntary and compensated in accordance with the national applicable law. Overtime should not be requested on a regular basis. The overtime hours shall not exceed the limits allowed by the national law. The total sum of regular working hours and overtime should not exceed 60 hours per week, except in very exceptional circumstances. Overtime shall always be compensated at a premium rate. **In order to prevent triggers towards overtime, sufficient production capacity and production time must be allocated in order to respect agreed lead time.**

Employees must be entitled to at least one-day (24 consecutive hours) rest in every 7-day period. (ILO convention no 1). The employee shall be granted their stipulated annual leave, sick leave, or parental leave in case of pregnancy.

6.2 WAGES

Wages and benefits shall meet at least legal or industry minimum standards and always be sufficient to cover basic needs of employees and their families and provide some discretionary funds. Minimum wage is a minimum requirement, but not a recommended level. Whenever the legal or industry minimum is not sufficient to cover the basic needs, Hultafors Group encourages supplier to provide adequate compensation to their employees in order for these needs to be met (i.e. living wage).

Wages must be paid regularly, on time and in full, directly to the employee and must be fair considering the employees qualifications, experience, and performance. Hultafors Group does not accept any deduction from wages as a disciplinary measure, nor any other deduction not provided for by national law. Deductions provided for by national law should never constitute an amount that will lead the employee to receive less than the minimum wage.

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Working relationships shall be legally binding, and all obligations to employees under national labour or social security laws and regulations shall be respected.

6.3 PREGNANT EMPLOYEES AND NEW MOTHERS

A supplier to Hultafors Group shall apply protective provisions benefiting pregnant employees and new mothers, including temporary reassignments away from work tasks or a working environment that may pose a risk to the health of the pregnant woman and her unborn child(ren), even if such measures are not stipulated by local law. Hultafors Group recommends the supplier to make temporary adjustments of working hours during and after pregnancy.

Hultafors Group also recommends that a supplier with female employees arrange day care for children below school age in developing countries and in case this is offered, it is a recommendation to also provide new mothers with breast-feeding breaks and facilities.

7. WORKING CONDITIONS

Hultafors Group requires from the supplier that the safety and health of the employees shall be a priority at all times. A safe and hygienic working environment shall be provided to prevent accidents or injuries arising from or occurring in the course of work. Hultafors Group expects the supplier to take responsibility for the health and safety for their employees, control hazards, and take the best possible precautionary measures against work-related accidents and diseases.

No hazardous or unsafe equipment is accepted. It is of vital importance that the supplier makes risk assessments for all working tasks, gives the employees sufficient training and information of how to best protect themselves from injuries in the course of work. The supplier shall, free of charge, provide the correct personal protective clothing and equipment (PPE) to all employees in any harmful or potential risk working areas. The supplier shall educate the employees in the importance of the use of the PPE on a regular basis.

7.1 BUILDING AND FIRE SAFETY

No unsafe buildings are accepted. All buildings shall be safe, maintained and checked regularly – this is valid in the factory premises, office area as well as living, dining and recreational facilities.

Emergency exits shall be clearly marked and be available on all floors. There shall be a minimum of one emergency exit on all floors. The planning and placement of emergency exits shall be in line with the number of employees and layout of the factory to facilitate swift evacuation. All exit doors shall open outwards. Exits must not be blocked by any item and shall be well lit. If emergency exits are locked, the keys shall be available at all times to the employees, for example placed behind breakable glass next to the doors.

All employees shall be aware of the safety arrangements in the facility, such as knowledge about the whereabouts of the emergency exits, fire extinguishers, first aid equipment, etc. An evacuation plan shall

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be displayed on each floor in the facility and the fire alarm tested regularly. Evacuation drills shall be performed at least once a year. (Following ILO Convention 155)

7.2 FACTORY CONDITIONS

It is important for the employee's wellbeing that the factory environment is clean and free from pollution. The temperature and noise level in the factory must be tolerable as a working environment and the ventilation must be sufficient. When the noise level exceeds 85 dB in average over the working day, or maximum 115 dB as a single noise, the supplier shall make sure that the employees use hearing protection. Heaters or fans should be provided when needed. During the working day, the lighting must be sufficient for the work that is performed at each workstation at all times.

Sanitary facilities must be clean, and employees shall have access without restrictions. The number of sanitary facilities must be adequate for the number of employees at the premises and preferably be placed on each factory floor, in case there is more than one floor. Sanitary facilities shall preferably be separated for men and women. Drinkable water must be available at all times and the employees shall have access to it without restrictions.

7.3 FIRST AID AND INSURANCE

First aid equipment must be available at each facility and at least one person in each department must have training in basic first aid. The employer shall provide accident insurance covering medical treatment for work-related accidents to all employees. Should stricter national legal demands or local agreements exist, these demands apply. It is recommended that a doctor or nurse is available at short notice in case of an accident at the factory.

7.4 HOUSING

If dormitories are available for the employees, Hultafors Group requires that the same conditions in terms of safety and health as specified in 7.1 & 7.2 are applied. All employees must be provided their own bed and the living space per employee must meet the minimum legal requirement. Separate dormitories as well as toilets and bathrooms must be provided for men and women. There shall be no restrictions for employees to leave the dormitory. **Suitable kitchen facilities must be provided for dormitories.**

8. ANTI-CORRUPTION

Hultafors Group follows a zero-tolerance policy for all forms of corruption, including extortion, embezzlement and bribery. Hultafors Group will not accept any type of corruption related to our business and we expect all our suppliers, employees and partners in the supply-chain to embrace this policy.

9. ENVIRONMENTAL STANDARDS

The supplier of Hultafors Group shall comply with all applicable environmental laws and regulations in the country of operation. We also expect the supplier to make every effort to reduce the environmental impact

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of their business by adopting best practice principles in terms of environmental management. We expect the supplier to continuously seek improved methods and to have a precautionary approach to environmental challenges as prevention is better than remediation. This view will lead to continuous improvement which is key for a successful environmental management.

When possible, the supplier to Hultafors Group should proactively offer more sustainable materials or solutions for waste reduction, re-use and/or re-cycling of materials. Hultafors Group expects the supplier to participate in actions to monitor, report and reveal environmental data.

9.1 CHEMICALS

A Hultafors Group supplier must comply to our Restricted Substance List (RSL), confirming that no prohibited chemical substances are used in the production.

Hultafors Group requires that the supplier shall establish and maintain a list of all chemicals used in production and maintenance, including the chemical name of the product, the purpose of use and a reference to a Material Safety Data Sheet (MSDS). Suppliers shall have valid MSDS for all chemicals used in production and maintenance.

A supplier to Hultafors Group shall have a written process for storage, handling and use of chemicals. The procedure shall specify who is responsible to ensure that proper procedure for handling chemicals is maintained and followed. The supplier shall ensure that containers of chemicals – including temporary containers – are properly labelled according to the Globally Harmonized System of Classification and Labelling of chemicals (GHS) / Classification and Labelling and Packing of Chemicals (CLP) system to ensure the contents are known and potential risks are minimized.

A supplier to Hultafors Group must make sure that all employees that handle chemicals have the sufficient competence to do so and are adequately trained. Records from trainings should be kept by the supplier.

9.2 EMISSIONS AND WASTE

A supplier to Hultafors Group shall ensure compliance with all applicable laws and regulations pertaining to air, water and noise pollution, as well as ground contamination and, if required, obtain the necessary permits and be able to demonstrate compliance with these permits.

Precautionary steps shall be taken by supplier to prevent chemicals to leak into air, ground and water and shall dispose of chemicals in compliance with legal regulations. Hazardous waste must be monitored and minimized.

Air emissions generated from operations are to be characterized, monitored, controlled, and treated as required as per legal regulations prior to discharge or disposal.

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Wastewater and solid waste generated from operations, industrial processes, and sanitation facilities are to be monitored, controlled, and treated as required by legal regulations prior to discharge or disposal. In this area, it is important for the supplier to continuously seek improved methods, as in this aspect, it is obvious that prevention is far better than remediation from an environmental point of view. Effluent treatment plants shall be appropriate for the type of effluents generated and they must be properly operated, used, and maintained.

Energy usage shall be monitored. Whenever possible, Hultafors Group recommends using renewable energy.

9.3 WATER

As fresh water becomes scarcer, the importance of how it is managed grows. Water usage shall be monitored and minimized, and Hultafors Group recommends using recycled water in order to reduce the total usage volume. Closed systems are preferred when possible to minimize the water use.

10. CONFLICT MINERALS

A Hultafors Group supplier shall adhere to the Conflict Mineral Regulation. This regulation concerns the trade in four minerals – tin, tantalum, tungsten and gold - which sometimes finance armed conflict or the use of forced labour in the mines.

Hultafors Group is committed to ensure the health, safety and protection of people who come in contact with our products and business, and we require high social, environmental and Human Rights standards. Managing our obligations in relation to the Conflict Mineral Regulation is a part of our corporate responsibility. The supplier need to make sure that in case any conflict mineral/s are used in or for production of a Hultafors Group product, they are responsibly sourced, and proof of origin must be presented.

11. PRODUCT SPECIFICATIONS & CE MARKING

A supplier to Hultafors Group shall comply with given technical product specifications for products, materials or components to be used during course of production. Any change/correction shall be agreed upon in writing/e-mail with the responsible product developer at Hultafors Group.

CE marking indicates conformity with health, safety, and environmental protection standards for products sold within the European Economic Area (EEA). The design and development of products need to be in conformity with the applicable EC directives and regulations, and the specific requirements stated by Hultafors Group. Therefore, it is of outmost importance that any Hultafors Group supplier providing CE marked products acknowledges the importance of following given instructions, in order for the product to be produced in compliance with the enforced legislations. Any supplier providing CE marked products needs

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to refer to the purchase agreement for the correct CE standard, as the requirements differ depending on product group.

12. ANIMAL WELFARE

Animals should never be subjected to harsh or cruel treatment in the course of producing items for Hultafors Group. Every person has a moral obligation to respect all animals, recognize that they are sentient beings, and have due consideration for their capacity for suffering. Animals shall be treated in accordance with the reference documents specified in point 3 above. Taking the lives of animals must always be conducted in the least painful, quickest and non-traumatic method available. Products from animals that are not intended for human consumption are generally not used in Hultafors Group products.

Hultafors Group does not accept:

- Practice of sheep mulesing
- Real fur in any Hultafors Group product
- Products from animals that have been slaughtered without stunning

12.1 WOOL

Hultafors Group does not accept the practice of mulesing and therefore requires documented proof from the supplier that any wool used in or for our products are sourced from non-mulesing practicing sources. The certificate must be up-to-date and valid for the wool delivered to Hultafors Group. Hultafors Group values traceable sourcing. Suppliers that offer these possibilities are preferred when this possibility is given.

12.2 LEATHER

Hultafors Group prefers traceable sourcing of leatherware, to increase knowledge of the source of hides at traders and of the chemical processes used in the tanneries. Any supplier of leatherware should implement a high level of sustainable practices and management, making sure that the tanneries and traders that produce and deliver hides have optimized the processes in terms of chemicals and water use during the tanning process. Best practice processes should be applied at all levels of production.

13. QUALITY

In order to keep and maintain high quality output, Hultafors Group strongly recommends that a quality policy is implemented at the supplier and that there are documented quality goals in place. There should be a system to handle discrepancies and deviations. When a discrepancy or a deviation occurs, there should be clear processes on how to manage and improve such occurrences. Hultafors Group recommends the supplier to implement ISO 9001 or similar, as it will give the needed systematic approach to quality management.

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14. ASSESSMENT AUDIT AND MONITORING

Hultafors Group or its third-party representative reserves the right to make unannounced visits to the supplier, to monitor compliance with this Code of Conduct, at any time. However, these inspections shall only take place in accordance with the applicable laws and without compromising the business activity of the supplier. During audits, Hultafors Group or its representative requires access to relevant documents and areas and to all employees for confidential interviews. Hultafors Group ensures that personal data is handled in accordance with applicable legal guidelines on the protection of personal information.

In order to enhance the transparency within the supply chain in relation to sustainability and compliance with this Code of Conduct, Hultafors Group is working with a Supplier Relationship Management SaaS (Software-as-a-Service) solution to perform supplier self-assessments. Hultafors Group request of you as a supplier to take part and co-operate in the self-assessment questionnaires without delay.

If an audit or the self-assessment reveals less than full compliance with this Code of Conduct, a corrective action plan needs to be made and full responsibility needs to be taken by the supplier for ensuring that this plan is implemented according to the defined time plan.

15. NON-COMPLIANCE

Should Hultafors Group find that a supplier does not comply with this Code of Conduct, we will terminate our business relationship with this supplier, in case the supplier does not follow corrective steps within a suitable and agreed time limit. Significant breaches of the Code of Conduct will not be accepted and will lead to immediate termination of business relationship with Hultafors Group.

16. WHISTLEBLOWING

Hultafors Group encourages reporting of misconduct in relation to our Code of Conduct. Hultafors Group will take steps to ensure that people who report misconduct are not disadvantaged, discriminated, nor traceable. All reporting is done via a system that is independent from Hultafors Group's IT-services.

Complaints or disputes in relation to this Code of Conduct can be filed via

<https://report.whistleb.com/en/message/hultaforsgroup>

17. COMPLIANCE COMMITMENT WITH HULTAFORS GROUP'S CODE OF CONDUCT

By signing this document, the supplier acknowledges that all manufacturing produced for Hultafors Group is in compliance with this Code of Conduct. The supplier takes full responsibility for the implementation of these standards in their organization and will inform all its employees about the principles in this Code of Conduct.

General Data Protection Regulation (GDPR) needs to be taken in account in case private data regarding any EU citizen is collected – <https://www.eugdpr.org/>

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