

## **CODE OF CONDUCT FOR SUPPLIERS OF GOODS AND SERVICES**

This version is valid from October 2022

NOHA takes its social responsibility very seriously and works continuously to ensure that it is safeguarded through daily operations, in our work processes and the products we offer. NOHA's values are "Energetic", "Open", "Reliable" and "Committed". These values, together with our corporate social responsibility, shall be reflected in the company's operations. We want to have responsible business practices that respect people, society, and the environment.

This document describes the overall requirements and expectations NOHA sets for its own operations, the supply chain and business associates. Suppliers shall comply with all applicable national and international laws as well as internationally recognised standards such as OECD, UN and ILO conventions on human rights, health and safety, labour rights, the environment, fair competition, anti-corruption and fair business practices. Acceptance of ethical guidelines for suppliers of goods and services is a prerequisite for an agreement with NOHA. When entering into an agreement, the Supplier demonstrates its endorsement of the content and is obliged to familiarise itself with these guidelines and comply with them in full.

"Supplier" as mentioned in this document also means the Supplier, its subcontractor and eventual subcontractors. The supplier will have joint and several liability for these. The supplier shall therefore ensure that the rights, provisions and obligations in this document are reflected in contracting with its subcontractors and their suppliers/subcontractors. NOHA may require documentation that this obligation has been fulfilled.

All deliveries shall be made in accordance with applicable laws and regulations and other requirements stated by public authorities. In the Supplier's choice of materials, social responsibility shall be demonstrated and sustainable development considerations shall be safeguarded, such as not using materials produced from endangered varieties/species, materials that could adversely affect the environment, materials manufactured in violation of provisions of the Convention on the Rights of the Child and the European Convention on Human Rights. According to the conventions, all human beings have inherent dignity and their inalienable rights are the foundation of freedom, justice and peace. The supplier must have knowledge of the environmental effect of selected solutions – from raw material to final product. All materials to be delivered must be documented upon request.

NOHA and its partners shall have an open dialogue with our stakeholders to reduce negative impact on the local community. The Supplier shall take all necessary precautions and act in accordance with local regulations, environmental standards, and legislation.

NOHA's activities shall be based on socially responsible development with a focus on energy and environmental saving measures.

### **HSE**

NOHA aims to be among the industry leaders in health, safety, and the environment. The starting point for all our activities is that no one should get injured or get sick from working in NOHA. In the work, high ethical requirements must be read and openness and accountability must be demonstrated. NOHA's suppliers, including any other subcontractors, must at least follow recognised

industry standards and legislation to ensure their own employees and others associated with the workplace healthy and safe working conditions, for example in training and requirements for the use of safety regulations. The supplier shall do its utmost to control hazards and take the necessary precautions to prevent accidents and occupational diseases. Employees must be able to communicate with each other, and all actors must ensure that this requirement is met for the employees who are made available. Suppliers must have established routines for reporting undesirable incidents and accidents.

The supplier shall ensure that there are good working conditions in its own and in the subcontractors' activities. The supplier itself as well as all subcontractors must be registered in the Register of Business Enterprises (or equivalent in the country in which the enterprise is conducted) and always provide an organisation number. NOHA is against all forms of discrimination. All employees used by the Contractor in the performance of the work shall have pay and working conditions that meet the statutory requirements in accordance with the general application decisions in force at any given time. NOHA may require the Supplier to provide documentation showing pay conditions and working conditions for employees and contractors with the Supplier, subcontractors and their suppliers. Such substrates shall be submitted as soon as possible upon request.

Suppliers and subcontractors to NOHA must be serious, have a healthy and documented economy and be up to date with all public taxes and fees. NOHA reserves the right to assess all suppliers and bidders to NOHA in credit and reject suppliers and bidders who do not meet the applicable requirements at any given time.

Financial irregularities such as corruption, bribery, illegal price fixing, cartel activities, etc. are not compatible with NOHA's business ethics. Suppliers and other business partners of NOHA confirm that they do not engage in such activities in their business operations by accepting this document as a basis for deliveries. Suppliers shall not offer, promise or provide any benefits, incentives or services to NOHA's employees, international organisations, public employees or third parties. This shall apply if such benefits are offered directly or indirectly via intermediary. The Supplier shall reject any form of money laundering and shall take the necessary precautions not to become involved in money laundering of others. Communication between suppliers/subcontractors and NOHA's employees shall be characterised by professionalism. Hospitality, expense coverage and any moderate gifts must always be open. Gifts, hospitality and expense coverage should never be given/received in an offer/negotiation situation. Exceptions are normal refreshments at meetings in the form of working lunch / dinner, coffee and the like. Travel and accommodation in connection with courses, customer events, etc. where NOHA's employees participate, must be approved and paid for by NOHA.

### **Minimum standards**

#### *Employment is a free choice (ILO Conventions 29, 105 and 131)*

There shall be no form of forced, slave or involuntary labour. Workers shall not have to submit deposits or identity papers to the employer and shall be free to terminate their employment with a reasonable notice period. All workers must receive a written agreement in understandable language containing the applicable pay conditions and method of payment before starting work.

#### *The right to organise and to bargain collectively (ILO Conventions 87, 98, 135 and 154)*

Workers shall, without exception, have the right to join or establish trade unions of their choice, and to bargain collectively. If these rights are restricted by law, the employer shall facilitate, and under no circumstances prevent, alternative mechanisms for free and independent organization and negotiation. Trade union representatives shall not be discriminated against or prevented from carrying out their trade union work.

*Child labour (UN Convention on the Rights of the Child, ILO Convention Nos. 138, 182 and 79 and ILO Recommendation No. 146)*

Children under the age of 18 shall not perform work that is detrimental to their health or safety, including night work. Children under the age of 15 (in some countries 14 or 16 years of age) shall not perform work that may be detrimental to their health and/or education. New recruitment of child labourers who do not comply with the above conventions is not accepted. If this type of child labour is already taking place, phasing out will be initiated as soon as possible. Support schemes shall also be established to ensure that children livelihoods and schooling as long as they are of school age.

*No Discrimination (ILO Conventions 100 and 111, UN Convention on Discrimination against Women)*

There shall be no discrimination in employment based on ethnicity, caste, nationality, religion, age, disability, gender, marital status, sexual orientation, trade union membership or political affiliation. Protection shall be established against sexually intrusive, threatening, abusive or exploitative behaviour, and against discrimination or termination on unjustifiable grounds, such as marriage, pregnancy, parenthood or HIV-infected status.

*No brutal or inhuman treatment (International Covenant on Civil and Political Rights, art. 7)*

Physical abuse or punishment, or the threat of physical abuse, shall be prohibited. The same applies to sexual or other abuse, and other forms of humiliation.

*Safe and hygienic working conditions (ILO Convention No. 155 and ILO Recommendation No. 164)*

The working environment must be safe and hygienic. Hazardous chemicals and other substances must be handled properly. Necessary measures shall be implemented to prevent accidents and damage to health. Workers shall be regularly trained in health and safety and have access to clean sanitary facilities and clean drinking water. If the employer offers lodging, this must be clean, safe and adequately ventilated and with access to clean sanitary facilities and clean drinking water.

*Wages (ILO Convention No. 131)*

Wages and other benefits paid for a standard working week shall, as a minimum, meet national minimum wage provisions or collective agreements, whichever is higher, and always be sufficient to meet basic needs. Deductions from wages as a disciplinary measure shall not be allowed. Working hours (ILO Conventions Nos. 1 and 14) Working hours shall be in accordance with national laws or collective agreements, and shall not exceed working hours or leisure time in accordance with applicable international conventions. Mandatory overtime work shall be limited.

*Regular appointments (ILO Conventions Nos. 95, 158, 175, 177 and 181)*

Work performed shall, as far as possible, be based on recognised labour relations that safeguard the rights and social protection of employees in accordance with national legislation and practice. Obligations towards workers shall not be circumvented through the use of short-term engagements, sub-contractors or other labour relations. If such work relations are used, the workers are entitled to the same type of rights as ordinary workers.

*Marginalised populations (International Covenant on Civil and Political Rights, Articles 1 and 2, ILO Convention No. 169)*

The production and use of natural resources shall not contribute to destroying and/or impairing the resource and income base for marginalised population groups by seizing large areas of land, use of water or other natural resources on which these population groups depend. In the event of conflicts with local communities regarding the use of land or other natural resources, the parties must through negotiation ensure respect for individual or collective rights to areas or resources based on custom/practice. This also applies in cases where the rights have not been formalised.

*Environment and climate change (UNFCCC with protocols, UN Convention on Biological Diversity and UN Desert Convention)*

National and international environmental legislation and regulations shall be complied with and relevant discharge permits obtained. Negative environmental impact shall be reduced throughout the value chain in line with the precautionary principle. Measures will be implemented to reduce food waste after harvest and in the value chain. Measures shall be taken to reduce the use of resources such as fertilisers, pesticides, water and packaging materials. Measures shall be implemented to reduce the amount of waste, prevent waste going astray and ensure proper waste management. Measures will be implemented to preserve landscapes, species and genetic diversity in nearby areas. Natural forests and wetlands have not been converted into cultivated land during the last five years. Existing natural forests and wetlands will also not be converted into cultivated land in the future. Measures shall be implemented to continuously minimise greenhouse gas emissions from cultivated land, storage, cooling, packaging and transport of products.

**Additional requirements for carriers**

Cabotage in Europe Cabotage driving shall be restricted and drivers shall under no circumstances be required to drive contrary to international cabotage rules – Regulation (EC) 1072/2009 of 14 May 2010.

*Road safety*

A driver shall not be required to drive with equipment and materials that endanger the driver's or other road users' lives. National requirements must be met.

**Implementation**

Suppliers shall continuously improve and do their utmost to meet the minimum standards within an agreed and reasonable deadline. Commitment and efforts to satisfy these requirements will be a prerequisite for continuing the cooperation with NOHA. If relevant improvement measures and agreed follow-up are not carried out, or if statutory requirements are not met, NOHA may decide to terminate the business relationship. NOHA, on the other hand, will actively help suppliers to meet the standards.

Suppliers shall have satisfactory management systems for documenting and monitoring both product quality and other business processes. The OECD Due Diligence Guidance for Responsible Business Conduct is a recommended framework. This includes risk assessments to identify possible negative impacts, prevent and prevent such an impact and to monitor and evaluate the effectiveness of the measures implemented.

NOHA must be notified in the event of significant deviations or violations of these ethical guidelines.

Suppliers must at all times – with or without prior notice – grant NOHA, or an independent third-party auditor authorised by NOHA, unrestricted access to their facilities and all relevant documentation.

**Incidents**

If the Supplier discovers or has reason to suspect that there are censurable conditions at itself, subcontractors or noha, NOHA expects to be notified of this immediately. If censurable conditions are discovered, the conditions must cease and an action plan must be submitted to ensure that the same situation does not occur again.

NOHA or the person authorised by NOHA shall have the right to access the supplier's quality system, the execution of the delivery, the production process, as well as those parts of the supplier's management systems (for example for finances, wages and working conditions, HSE, etc.) that may have an impact on the supplier's fulfilment of the contract. The right of access includes auditing and verification including interviews, inspection, control and document review. The Supplier shall provide reasonable assistance with such access free of charge. The right of access is limited to three years after the last payment has taken place. The supplier shall ensure that NOHA has a corresponding right of access to the supplier's subcontractors. The Supplier and/or subcontractors are obliged at their own expense to rectify any deficiencies in relation to obligations in this Document within a reasonable schedule.

**Sanctions**

NOHA reserves the right to sanction violations of the above provisions as follows:

1. In case of serious violations related to the content of this document, NOHA gives the right to terminate the agreement.
2. Other sanctions follow from the basis of the agreement between the parties.

Location/date: .....

Name:.....

Title:.....

Company:.....