

HULTAFORS GROUP

Edition: 2019-01
Pages: 1 of 11
Date: September 18, 2019

Worldwide Code of Conduct

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.

Högsbo, Sweden, 18th of September 2019

Ole Kristian Jørdahl
Chief Executive Officer



HULTAFORS GROUP

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1. INTRODUCTION AND PURPOSE

Hultafors Group AB develops, manufacture, market and sell workwear, PPE, workgear, handtools, and access products 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 up 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 apply to the whole supply chain of a Hultafors Group product - all our self-owned factories, suppliers, approved subcontractors, sub-supplier and other parties involved in the production process delivering material or components that are used in or for our products. (Onwards in this document referred to as "suppliers"). It is the responsibility of the supplier to inform and secure compliance of this Code of Conduct from all involved parties in the supply chain that Hultafors Group do not have direct contact with.

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. (Onwards in this document referred to as "employees")

The Hultafors Group Code of Conduct is a foundation for our business relationship and is therefore an integral component of how sourcing strategies and factory performance evaluation is approached and also determines which factories Hultafors Group will continue to engage and grow business with. Hultafors Group expect all suppliers to make improvements when any of these Code of Conduct standards are not met and to develop internal strategies to ensure an ongoing compliance. Timeline for achieving compliance shall be reasonable and be clearly defined in an action plan presented to Hultafors Group. Providing proof of correction to Hultafors Group for each non-compliance is also required. 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 if this is done.

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
- The UN Global Compact

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- The Rio Declaration on Environment and Development
- The UN Convention against Corruption
- The UN Convention of the Rights of the Child
- The European Convention for the Protection of animals kept for Farming Purposes
- The European Convention for the Protection of Animals during International Transport and the Council Regulation on the protection of animals during transport
- The Conflict Mineral Regulation

4. LEGAL REQUIREMENTS

Hultafors Group general rule is that all suppliers 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 Code of Conduct. Hultafors Group must be notified immediately in any such case in order to decide on how to proceed.

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

5. HUMAN RIGHTS AND LABOUR STANDARDS

Hultafors Group support and respect the protection of internationally proclaimed Human rights, one of the purposes with this Code of Conduct is to make sure that we are not complicit in human rights abuses.

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

Under no circumstance does Hultafors Group accept that our suppliers use corporal punishment or 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

All Hultafors Group suppliers shall 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 do 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 for 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 employees age.

Hultafors Groups posture is that there shall be no child labour - If a child is found working at the supplier's plant or else be engaged in the conduct of business whether at the 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 to improve not worsen the individual situation for the child. Any cost 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 taking leave.

6. EMPLOYMENT CONDITIONS

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

6.1 WORKING HOURS

Hultafors Group expect our suppliers 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 a week as stated in the ILO convention no 1. In exceptional circumstances as 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 applicable law. Overtime should not be requested on a regular basis. The overtime hours shall not exceed the numbers allowed by the national law. The total sum of regular working hours and overtime should not exceed 60 hours a week unless very exceptional circumstances. Overtime shall always be compensated at a premium rate.

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 maternity/paternity 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 meet basic needs of employees and their families and provide some discretionary income. Minimum wage is a minimum requirement but not a recommended level. Whenever the legal or industry minimum are not sufficient to meet the basic needs, Hultafors Group encourage suppliers to provide adequate compensation to their employees in order for these needs to be met.

Wages must be paid regularly, on time and in full directly to the employee and be fair considering the employees qualifications, experience and performance. Hultafors Group do 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

Hultafors Group suppliers shall abide protective provisions benefiting pregnant employees and new mothers including temporary reassignments away from work tasks or working environment that may pose a risk of health of the pregnant woman and their unborn children even if such measures are not stipulated by local law. Hultafors Group recommend suppliers to make temporary adjustments of working hours during and after pregnancy.

Hultafors Group also recommend that suppliers 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 its 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 expect suppliers to take responsibility for the health and safety for their employees, control hazards and take 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, give the employees sufficient training and information of how to best protect themselves from injuries in the course of work. Supplier shall, free of charge, provide the employee with the correct personal protective clothing and equipment (PPE) to all employees in any harmful or potential risk work areas(s). 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, living and dining and recreational facilities.

Emergency exits should be clearly marked and be available on all floors, there shall be minimum one emergency exit on all floors. Planning and placement of emergency exits must be in line with 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.

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All employees shall be aware of the safety arrangements in the factory, such as knowledge about the whereabouts of the emergency exits, fire extinguisher, first aid equipment etc. An evacuation plan shall be displayed on each floor in the factory 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. The lighting must be sufficient for the work that is performed at each work station at all times during the working day.

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 are 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 without restrictions.

7.3 FIRST AID AND INSURANCE

First aid equipment must be available at each factory 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 require that the same conditions in terms of safety and health as specified in 7.1 & 7.2 should be 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.

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.

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9. ENVIRONMENTAL STANDARDS

Hultafors Group suppliers shall comply with all applicable environmental laws and regulations in the country of operation, we also expect our suppliers to make every effort to reduce the environmental impact by adopting best practice principles in terms of environmental management. We expect our suppliers to continuously seek improved methods and to have a precautionary approach to environmental challenges as prevention is better than remediation, this view on the matter will lead to continuous improvement which is key for a successful environmental management.

9.1 CHEMICALS

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

Hultafors Group require that all suppliers 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.

Hultafors Group suppliers shall have a written procedure 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.

Hultafors Group supplier shall ensure that containers of chemicals – including temporary containers – are properly labelled according to 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 risk is minimized.

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

9.2 EMISSIONS AND WASTE

Hultafors Group supplier 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.

Hultafors Group supplier shall take all precautionary steps to prevent chemicals to leak to air, ground and water and shall dispose chemicals in compliance with legal regulations. Hazardous waste must be monitored and minimized.

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

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required as per 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 and whenever possible, Hultafors Group recommend 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 recommend using recycled water in order to reduce the total volume of usage. Closed systems are to prefer whenever possible to minimize the water use.

10. CONFLICT MINERALS

Hultafors Group supplier must 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 among our suppliers. Managing our obligations in relation to Conflict Mineral Regulation is a part of our corporate responsibility. Supplier need to make sure that in case any of the conflict minerals is used in or for the production for a Hultafors Group product they need to be responsibly sourced and proof of origin presented.

11. CE MARKING

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 product need to be in conformity with the applicable EC directives and regulations and the specific requirements are stated by Hultafors Group. Therefore, it is of outmost importance that any Hultafors Group supplier providing CE marked products acknowledge the importance of following given instruction in order for the product to be produced in compliance with the enforced legislations. Any supplier providing CE marked products need to refer to the purchase agreement for the correct CE standard as the requirements differ depending on product group.

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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 and to have due consideration for their capacity for suffering. Animals shall be treated in accordance with the "European Convention for the protection of animals kept for farming purposes". 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 do not accept:

- Practice of Sheep Mulesing
- Real Fur in any Hultafors Group product
- Products from animals that has been slaughtered without stunning

12.1 WOOL

Hultafors Group do not accept the practice of Mulesing and therefore require documented proof from our wool suppliers that Merino Wool used in or for our products are sourced from non-mulesing practicing sources. Any certificate must be up to date and valid for the wool delivered to Hultafors Group. Hultafors Group value traceable sourcing why suppliers that offer these possibilities will be used when possibility is given.

12.2 LEATHER

Hultafors Group premieres traceable sourcing of leatherware to increase knowledge of the source of hides at traders and the chemical process in the tanneries. All suppliers of leatherware should implement a high sustainable level making sure that the tanneries and traders that produce and deliver hides has optimized the processes in terms of chemicals and water use during tanning process. Best practice process should be applied at all levels of production. Vegetable tanned leather is preferred (when the requirement of the leather gives the possibility) why suppliers that offer this will be used when possible.

13. QUALITY

In order to keep and maintain high quality output Hultafors Group strongly recommend 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 how to manage and improve such occurrence.

Hultafors recommend suppliers 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 all suppliers 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 on 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 ask 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 need 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 lead to immediate termination of business relationship with Hultafors Group.

16. COMPLIANCE COMMITMENT WITH HULTAFORS GROUP CODE OF CONDUCT

By signing this document, the supplier acknowledge that all production made for Hultafors Group are produced in compliance with this Code of Conduct. The supplier takes full responsibility for the implementation of these standards in their organization and to inform all their 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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