

# NORDIC FLANGES Supplier Code of Conduct

To be signed by Qualified Suppliers to Nordic Flanges Group

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## Introduction

This Supplier Code of Conduct (the “Code”) applies to all suppliers, contractors, consultants, vendors, distributors, and other third parties, including, without limitation, the agents, subsidiaries, affiliates and subcontractors of such entities and individuals (collectively, “Supplier,” “you” or “your”), that provide products or services to, on behalf of or for the benefit of NORDIC FLANGES Corporation or one or more of its controlled subsidiaries or affiliates (collectively, “NORDIC FLANGES” or “our”), or NORDIC FLANGES’s clients. Supplier’s business relationship with NORDIC FLANGES (which includes, without limitation, all business conducted for, with, for the benefit of or on behalf of NORDIC FLANGES or a NORDIC FLANGES client) is referred to in this Code as, “NORDIC FLANGES Business”. This Code sets out the minimum ethical and legal expectations for our Suppliers in connection with any NORDIC FLANGES Business and is designed to deter wrongdoing and promote: (a) honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (b) compliance with applicable laws, rules, and regulations; (c) the prompt reporting of unethical or unlawful situations and violations of this Code; and (d) accountability for adherence to this Code.

NORDIC FLANGES expects our Suppliers to conduct themselves in a safe, ethical and professional manner, to avoid any act that may result in a conflict of interest, and to treat others with respect, fairness and dignity in connection with any NORDIC FLANGES Business. The standards of conduct described in this Code are critical to the ongoing success of our business and our relationship with our Suppliers, and, therefore, you are expected to comply with this Code at all times in connection with NORDIC FLANGES Business. Your failure to comply with this Code may lead to your disqualification as a NORDIC FLANGES Supplier.

Our industry continues to undergo significant changes including demand on transparency and traceability in our supply chain. As a whole, these changes make the ways in which we do business more complex. Because of the continuing need to reassess or clarify our practices, the content of this Code will be kept online and updated as required. It is your responsibility to review and comply with this Code and all other NORDIC FLANGES policies or procedures referenced in this Code that are applicable to you in connection with any NORDIC FLANGES Business. At our discretion, we may audit your compliance with this Code, and, from time to time, at our request, you will certify your compliance with this Code. Additionally, we may change or supplement, modify or replace this Code at any time.

## LEGAL, Regulatory Compliance

Suppliers and services providers of Nordic Flanges shall conduct their business operations according to the laws and regulations that are in place in their regions, jurisdictions, or countries while they are linked to Nordic Flanges by a suppliers’s agreement. These obligations will be after the laws and legislature of their jurisdiction but will not be limited to the following:

Strict compliance to anti-corruption laws within the countries of operation, these laws include but are not limited to the Combating of Corrupt Activities Act, United states Foreign Corrupt Practices Act or the UK Anti Bribery act or any other such legislation in the country of your business operations. Under no circumstances should you make illegal payments directly or indirectly to any

government or corporate officials to illicit the abuse of his/her position to obtain or retain contractual business from said organizations.

Conduct your business in full compliance with any anti-trust or fair competition regulation in place within your jurisdiction of business operations.

Conduct your business in full compliance with UN declaration of Human rights and labour standards.

Conduct your business in full compliance with environmental laws and statues when it comes to the handling of hazardous material, air emissions, waste products, wastewater discharge and energy supply. This includes the transportation, storage, disposal, and release of these waste products and materials into the environment.

Always conduct your business in an honest and transparent manner with any agency or government officials.

## **GOVERNANCE and compliance**

Supplier shall establish and maintain adequate mgmt. systems to oversee all elements of this supplier code of conduct, in proportion to the size, complexity and risk environment of the suppliers business.

Each supplier will be evaluated according to a risk-based analysis method. Regular assessments to review the status of each supplier, and, if necessary, sites, will also be conducted to maintain a high standard of the business relationship between all parties.

The assessments will be conducted using self-assessment questionnaires as well as on-site audits where and when deemed required.

If any in-compliance is brought to the attention to the NORDIC FLANGES through any means, we reserve the right to conduct independent investigations to determine the validity on a case by case basis. This does not limit our statutory or contractual rights in any way.

## **Breach of conduct**

Our Code cannot address every possible situation you might encounter. If you have questions about this Code, if you are aware of an unlawful or unethical situation, or if you suspect this Code is being or has been violated, call NORDIC FLANGES's Ethics Hotline, which is available 24 hours a day, 7 days a week. The phone number for accessing the Ethics Hotline from your country can be found by visiting the Corporate Governance section of [Kontakta oss - Nordic Flanges](#); [www.nordicflanges.com](http://www.nordicflanges.com) NORDIC FLANGES's Ethics Hotline is confidential, except as needed to conduct a full, fair investigation. You may remain anonymous if you so choose, except where restricted by local law. Due to local privacy laws in certain countries and the European Union, the Ethics Hotline may permit only specific types of calls, such as financial, accounting, auditing and bribery related offenses or offenses committed by NORDIC FLANGES executives or persons with a management role. In those countries, contact your NORDIC FLANGES representative to report other issues.

## I. Human Rights and labour standards

NORDIC FLANGES encourages and strives to provide a healthy, safe, and productive work environment, and, as such, NORDIC FLANGES expects our Suppliers to provide a healthy, safe, and productive work environment. Supplier will uphold the human rights of workers and will provide your workers with a creative, diverse, and supportive work environment, free from discrimination, harassment, intimidation, threats, bullying, and coercion. Supplier will abide by all applicable workplace safety, anti-discrimination, anti-retaliation, and human rights laws and/or guidelines. More specifically, Supplier acknowledges and agrees as follows:

### Freely Chosen Employment

Supplier will not use forced, bonded, or indentured labor or involuntary prison labor. All work performed by Supplier's employees or contractors will be voluntary, and workers will be free to leave upon giving reasonable notice and at their own will. Workers will not be required to forfeit any documents related to travel, work authorization, immigration, identification, or other similar personal documentation, as a condition of employment.

### Child Labour Avoidance

Child workers may not be used. The term "child" is (i) any person employed under the age of 15 (or 14 where the law of the country permits), (ii) under the age for completing compulsory education, or (iii) under the minimum age for employment in the country – whichever is greatest. However, we do support the use of legitimate workplace apprentice or internship programs, in compliance with all applicable laws and regulations.

### Working Hours

Supplier workdays and workweeks may not exceed the maximum set by applicable local law. Workers will be allowed at least one day off per seven-day week, and excessive, mandatory overtime is prohibited.

### Wages and Benefits

Compensation of all workers will comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All workers must be paid in a timely manner via pay stub or similar documentation.

### Anti-Bullying and Harassment

There will be no harsh or inhumane treatment, or the threat of any harsh or inhumane treatment, toward workers, including any bullying or harassment, sexual harassment, sexual abuse, corporal punishment, or mental or physical coercion.

### Anti-Slavery and Anti-Trafficking

NORDIC FLANGES opposes and prohibits the use of human trafficking, slavery and slave labor. Likewise, Supplier will obey and comply with all laws, statutes and regulations in the country in which they are operating regarding human trafficking, forced labor and other forms of modern slavery. Supplier will implement due diligence procedures for its suppliers, agents, representatives, vendors or other third-party resources to detect and prevent violations of applicable laws prohibiting human trafficking, forced labor and other forms of modern slavery.

## **Non-discrimination**

Supplier is committed to a workforce free of harassment and unlawful discrimination and will not engage in discrimination based on, race, color, religion, sex, national origin, ancestry, marital status, veteran's status, age, disability, pregnancy, genetic information, citizenship status, sexual orientation, gender identity, sex stereotyping, or any other legally protected category in hiring and employment practices such as promotions, rewards and access to training. In addition, workers or potential workers may not be subjected to employment testing which could be used for any discriminatory or other unlawful purpose.

## **Freedom of Association**

Supplier will not unlawfully interfere with the rights of workers to associate freely, join or not join labour unions, seek representation or join workers' councils in accordance with local laws.

## **Layoff Practices**

Supplier will not unlawfully lay off workers. This includes temporary layoffs to promote or increase the NORDIC FLANGES revenue and turnover.

## **Health and Safety**

NORDIC FLANGES is committed to providing a safe work environment and promoting the health and well-being of our associates. Supplier will likewise create and maintain a safe work environment that promotes the health and safety of its personnel.

Supplier will prohibit Supplier's workers from bringing weapons, firearms and hazardous materials onto a NORDIC FLANGES and/or NORDIC FLANGES client property or facility. Supplier will keep NORDIC FLANGES and NORDIC FLANGES client property free of alcohol, illegal drugs and tobacco. Supplier will comply with all other NORDIC FLANGES policies regarding visits to NORDIC FLANGES and NORDIC FLANGES client property, as applicable.

# **II. Environmental Protection**

## **Laws and regulations to be followed**

Supplier will act in accordance with the applicable statutory and international standards regarding environmental protection, minimize environmental pollution, and act in accordance with all applicable laws and guidelines.

## **Resource efficiency and energy consumption**

Supplier shall monitor, track and document its consumption of natural resources such as water and raw materials, as well as sources of energy in order to be able to identify aspects that Supplier can control and can influence fostering opportunities for improvement and minimized consumption. Consumption shall be monitored, tracked and documented on both the site and corporate level and provided to the NORDIC FLANGES upon request.

## **Responsible handling of hazardous material, waste and emissions**

Supplier will have systems in place to ensure a responsible handling of hazardous material, air emissions, waste products, wastewater discharge and energy supply according to international standards. The Supplier shall actively work towards reducing its negative environmental impact. This includes determining appropriate action to environmental challenges where regulatory uncertainty exists or where the consequences of inaction have not yet been scientifically proven. Precaution involves the systematic application of risk assessment, risk management and risk

communication. Deciding on the “acceptable” level of risk involves not only scientific evaluation and economic cost-benefit analysis, but also political considerations, such as public acceptability. Supplier shall also avoid guilt by association by ensuring that the NORDIC FLANGES’s suppliers and distributors are achieving similar levels of environmental performance.

### **Use modern technology to reduce negative environmental impact**

Where there are threats of serious or irreversible damage, lack of full scientific certainty shall not be used as a reason for postponing cost-effective measures to prevent environmental degradation. Environmentally friendly technologies should be used to protect the environment, be less polluting, use all resources in a more sustainable manner, recycle more of their wastes and products and handle residual wastes in a more acceptable manner than the technologies for which they were substitutes.

This includes the transportation, storage, disposal, and release of these waste products and materials into the environment.

## **III. Compliance with Laws and business ethics**

Supplier will comply with this Code, and with all applicable laws, rules, and regulations in connection with any NORDIC FLANGES Business. If applicable laws, rules, regulations and policies are more permissive than this Code, Supplier will comply with this Code. If applicable laws, rules, regulations and policies are more restrictive than this Code, Supplier will comply with those more restrictive laws, rules, regulations and policies.

### **Prohibition of Corruption and Bribery**

Under no circumstance will Supplier ever, directly or indirectly, offer, give, make, promise, authorize, require, solicit or accept any bribe, kickback or payment of money or anything of value to anyone, including officials, employees or representatives of any government, public or international organization, or to any other third party (public or private sector) for the purpose of: (a) obtaining or retaining business, (b) influencing business decisions, or (c) securing an unfair advantage. This includes giving money or anything of value to anyone when there is reason to believe that it will be passed on to a government official or the decision maker at a client or potential client for this purpose. Additionally, Supplier will maintain accurate books and records in connection with any NORDIC FLANGES Business. Supplier will comply with all applicable federal, state and local anti-bribery laws, including without limitation the German Criminal Code, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act, all as may be amended from time to time, as well as NORDIC FLANGES’s Anti-Bribery Policy, available on the Corporate Governance section of NORDIC FLANGES.com.

### **Fair Competition, Anti-Trust Laws, and Conflict of Interest**

Supplier will comply with all applicable antitrust and competition laws. Antitrust or competition laws vary from country to country, but generally such laws prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition without providing beneficial effects to consumers, including without limitation, unlawful boycotts, price fixing, market or customer allocation, market sharing or bid rigging.

### **Conflict Minerals**

As applicable, Supplier will comply with NORDIC FLANGES’s Conflict Mineral Policy available at: [www.nordicflanges.com/Corporategovernance/conflict-minerals-policy](http://www.nordicflanges.com/Corporategovernance/conflict-minerals-policy).

Supplier shall exercise adequate due diligence following the OECD Due Diligence Guidelines with respect to sourcing, extraction and handling of, and cobalt and to make a reliable determination of the origin and source of such minerals. Supplier tantalum, tin, tungsten, gold shall have a policy and process in place to ensure that any of these minerals contained in the products manufactured by the Supplier do not directly or indirectly finance or benefit armed groups that are perpetrators of human rights abuses or in any other way directly or indirectly contribute to human rights violations. We require our Supplier to ensure that all smelters and refiners in its tantalum, tin, tungsten, gold and cobalt supply chain take part and actively engage in third party audit programs and to provide any information on such smelters and refiners upon request to the NORDIC FLANGES.

### **Securities and Insider Trading**

Supplier will, and will cause its employees, agents and contractors to, comply with applicable securities laws prohibiting trading in NORDIC FLANGES securities based on material non-public information obtained by virtue of his or her position or relationship with NORDIC FLANGES, and NORDIC FLANGES's Policy Applicable to All Associates, Consultants and Contractors Regarding Securities Trading (available upon request).

### **Export Laws**

To the extent Supplier is responsible for the import or export of goods, software or technology, Supplier must comply with all applicable export laws and regulations. Supplier must obtain the appropriate import and export licenses when shipping controlled goods, technology or software in connection with NORDIC FLANGES Business.

### **Conflict of Interest**

Supplier will compete fairly and ethically for all business opportunities, and Supplier's workers involved in the sale or licensing of products and/or provision of services to, and the negotiation of agreements and contracts with, NORDIC FLANGES and NORDIC FLANGES clients must ensure that all statements, communications and representations to NORDIC FLANGES and NORDIC FLANGES clients are accurate and truthful and do not omit a material fact necessary to make a statement not misleading in light of the circumstances under which it is made.

Any expenditure offered to or received by any NORDIC FLANGES associate from Supplier must be in the ordinary and proper course of business and not reasonably construed as a bribe or improper inducement designed to influence the recipient and secure unfair preferential treatment. To that end, (a) no gifts or other favours may be provided to NORDIC FLANGES associates or their family members if they have a value of more than \$250 USD (or local currency equivalent) per year, without prior approval from NORDIC FLANGES's Chief Legal Officer or his/her designee, and (b) no gifts of cash or cash equivalents, such as gift cards, may be provided to a NORDIC FLANGES associate or his or her family members. Additionally, any entertainment or services offered to a NORDIC FLANGES associate must be offered only as a bona fide business courtesy and provided to others as a normal part of Supplier's business. NORDIC FLANGES has a presumption that entertainment having a value of no more than \$500 USD (or local currency equivalent) per person per transaction is reasonable. Still further, no discounts on personal purchases of products or services from Supplier may be given to a NORDIC FLANGES associate if such discounts exceed \$500 USD (or local currency equivalent) per person per transaction, unless such discount is offered generally to all NORDIC FLANGES associates in connection with a NORDIC FLANGES-approved discount or partner program. Notwithstanding the foregoing, no gifts, entertainment or discounts shall be provided to any NORDIC FLANGES associate who has authority to influence or

direct NORDIC FLANGES's spending or revenue generating activities during an active negotiation for new, incremental or renewal of existing business unless otherwise approved by NORDIC FLANGES's Chief Legal Officer or his/her designee.

The term "Conflict of Interest" describes any circumstance that could cast doubt on Supplier's ability to act with total objectivity with regard to any NORDIC FLANGES Business. A Conflict of Interest also exists when there is a choice between acting in a personal interest (financial or otherwise) or in the interest of NORDIC FLANGES. While engaged in NORDIC FLANGES Business, Supplier will exercise reasonable care and diligence to avoid any actions or situations that could result in a Conflict of Interest. Unless otherwise agreed, this includes not accepting any secondary employment or other outside activity that creates a Conflict of Interest or appearance of a Conflict of Interest with NORDIC FLANGES or in any way compromises the work to be performed for NORDIC FLANGES. Supplier will prevent or immediately disclose a Conflict of Interest or the appearance of a Conflict of Interest to NORDIC FLANGES's Ethics Hotline.

### **Data Privacy**

Many countries have laws and directives that regulate the processing or exchange of personal information or personal data relating to individuals. Supplier will abide by the privacy and data protection laws, including those applicable to data controllers and processors, that are in effect in countries in which Supplier conducts business with respect to NORDIC FLANGES. Supplier is responsible for protecting personal information as required by applicable law and will ensure that the information is not disclosed in violation of applicable laws, rules, regulations, or contractual obligations. Suppliers processing personal data on behalf of NORDIC FLANGES or a NORDIC FLANGES client, shall not process such data except on instructions from NORDIC FLANGES. At NORDIC FLANGES's request, Supplier will enter into NORDIC FLANGES's standard data processing agreement applicable to Supplier's processing activities. Supplier also will adhere to applicable data breach notification laws and provide notification to NORDIC FLANGES in accordance with such laws.

## **IV. Reimbursement Policy**

When having expenses, like, but not limited to, traveling for or on behalf of NORDIC FLANGES or a NORDIC FLANGES client, Supplier will follow and comply with NORDIC FLANGES's Reimbursement Policy (available upon request).



V. SIGNING OF AGREEMENT

In witness whereof, each party to this agreement has caused to be executed at (PLACE AF EXECUTION)

DATE: yyyy-mm-dd,

SUPPLIER

NORDIC FLANGES

Authorized signature

Authorized signature

Printed name and title

Printed name and title