

# ForSea's Supplier Code of Conduct (May 2021)

## Preamble

This Supplier Code of Conduct (CoC) states the minimum requirements that ForSea (and its affiliated companies) make on Suppliers who supply ForSea with products and/or services, in addition to other laws and ordinances that regulate the Supplier's business activities. This CoC applies to all contracts and agreements between the Supplier and ForSea. **This is a translation from the original version in Swedish. Should any discrepancy occur between the Swedish and the English version of the documents, the Swedish version shall prevail.**

## 1. Definitions

A **Supplier** is any natural or legal person that supplies ForSea with goods or services. In addition to Suppliers who have a direct contractual relationship with ForSea, this definition also includes sub-contractors to the Supplier, for whom the Supplier bears the same responsibility as for himself.

**Representatives for ForSea** are the company's employees and their representatives.

## 2. General information about management systems

The Supplier is to have in place appropriate management systems in order to ensure compliance with this CoC and other relevant and applicable laws and ordinances. The management system must be proportionate to the size and complexity of the Supplier's business operations and the risk environment. This means that, as minimum requirements, the Supplier shall:

- manage his business in a responsible manner, which means among other things systematically assessing, preventing and managing risks related to human rights and labour law, health and safety at work, and environmental impact: see items 3–6 below ("**Code of Conduct issues**");
- set quantifiable performance targets with regard to Code of Conduct issues and take the necessary measures to achieve these targets as part of the process of continuous improvement within the organization;
- comply fully with all the laws, ordinances and contractual conditions that regulate the Supplier's assignment and ensure that employees are familiar with these and are educated about them;
- implement and maintain a system that makes it possible to report any complaints with regard to Code of Conduct issues (for example, a whistleblower system), and
- in a suitable manner monitor the Supplier's own sub-contractors in order to ensure that they, too, comply with the content of this CoC.

## 2. Human rights and labour law

The Supplier is responsible for ensuring that human rights and labour law are respected, which means among other things that the Supplier shall:

- treat all people with fairness and respect;
- support and promote diversity;
- not engage in any harassment or threats;
- not discriminate anyone on the grounds of, for example, gender, religion, age, functional diversity, sexual orientation, nationality, political opinion, social background or ethnic origin;
- respect the right of all employees to organize and bargain collectively;



- not tolerate any form of child labour (by which is meant work performed by individuals under the minimum working age according to ILO Convention no. 138 on child labour), illegal labour or forced labour;
- ensure that the employment of young people who are over the minimum permissible age of employment but younger than 18 years of age does not jeopardise the education, health or safety of these individuals;
- pay the Supplier's employees at least the minimum wage and compensation for overtime in accordance with national legislation or the applicable collective bargaining agreement, and
- schedule working hours in accordance with the applicable legislation and collective bargaining agreements.

#### 4. Health and safety at work

##### (Occupational health and safety, "OHS")

ForSea has a clear policy goal of zero accidents and occupational injuries and will accept no compromises relating to health and safety in the workplace. ForSea makes the same demands on its suppliers, which means among other things that the Supplier shall:

- comply with all statutory OHS requirements;
- work proactively to reduce the risk of accidents and occupational injuries and have preparations in place to deal swiftly with any emergencies that may arise;
- have a written OHS policy that specifies who is responsible for health and safety issues within the Supplier's organization;
- take measures to ensure that rules and procedures are specified and communicated to all employees, and that all employees are continually given

appropriate training regarding these rules and procedures;

- measure and monitor performance with OHS issues and the risks that exist by using, among other things, workplace inspections and workplace audits, and
- report and investigate all accidents, occupational injuries and other incidents relating to health and safety.

#### 5. Environmental impact

The Supplier shall:

- comply with all statutory environmental requirements, environmental regulations and environmental permits;
- work proactively to prevent accidents in the workplace and have preparations in place to deal with any such situations that may arise;
- state clearly and openly who is responsible for environmental issues within the organisation;
- take measures to ensure that employees are sufficiently informed and experienced in terms of environmental issues and have sufficient resources in order to enable them to effectively take their responsibilities in this regard;
- ensure that written instructions are readily available concerning all processes that have the potential to impact on the environment (for example, the storage and management of hazardous substances) and that the relevant information is communicated to all the employees concerned;
- deal systematically with any environmental violations and complaints, and communicate details of these to employees and external stakeholders, including ForSea, if these affect the company in any way.

## 6. Corporate responsibility

The Supplier is responsible for conducting business operations in a responsible and ethical manner, which means among other things that the Supplier shall:

- comply with applicable laws and regulations concerning fair competition;
- prevent any situations from arising which might involve a conflict of interests between the Supplier and ForSea;
- act in accordance with all applicable anti-corruption legislation, for example by avoiding accepting or offering bribes or anything else of value in order to win or retain business or any form of unwarranted advantage or benefit;
- process all personal data in accordance with current legal requirements;
- maintain what is, for the Supplier's operations, a high level of IT and information security according to what at any time is considered to constitute best practice in the market;
- act in accordance with all the rules and regulations relating to safety requirements and quality standards of the Supplier's products and services, and
- record and report details of the Supplier's business activities, corporate structure, financial situation and profits in a correct and transparent manner in accordance with the applicable legislation and regulations.

When the Supplier does business with ForSea this means, among other things, that:

- Representatives for ForSea shall always pay for their own travel and accommodation costs in connection with visits to the Supplier, attendance at conferences, etc., and

- Representatives for ForSea must not be offered gifts or compensation that in any way can be considered excessive or inappropriate in relation to either an actual or prospective business transaction.

## 7. Deviations and inspections

### 7.1 Deviations and whistleblowing

The Supplier shall immediately report any deviations from this CoC to ForSea at the following address: Head of Legal, ForSea AB, Bredgatan 5, SE-251 25 Helsingborg, Sweden.

Reports of serious deviations, or suspicions of such, may be made anonymously by the Supplier or the Supplier's employees via the ForSea homepage. This may be done regardless of what or who is the cause of the deviation.

### 7.2 ForSea's right to make inspections

When requested by ForSea to do so, the Supplier shall provide information and data concerning the circumstances covered by this CoC, on condition that this does not contravene any statutory obligations about confidentiality.

The Supplier shall also permit ForSea, or a third party appointed by ForSea that can reasonably be accepted by the Supplier, to conduct in the presence of the Supplier an inspection of those of the Supplier's business operations that are relevant for this CoC, including (but not limited to) the Supplier's premises and relevant extracts from the Supplier's accounting records, documentation and registers. Prior to any such inspection the Supplier may request that the parties concerned sign a confidentiality agreement covering any additional details that may become apparent that are of no relevance to the inspection itself.

## **8. Implementation**

If ForSea considers that the Supplier fails to meet the requirements and expectations as stated in this CoC, ForSea reserves the right to demand that the Supplier takes immediate action to improve matters in accordance with instructions given by ForSea. ForSea also reserves the right to cancel any orders. In the event of serious breaches of the terms of this CoC (constituting a serious breach of contract as described in any rules concerning the termination etc. of contracts between ForSea and the Supplier), ForSea reserves the right to terminate its contract with the Supplier. Under these circumstances neither the cancellation of an order nor the termination of a contract imposes any obligation on ForSea to provide compensation or compensate the Supplier for any damages, whatever these may be.