# CODE OF CONDUCT

## Introduction

For DSHWOOD , integrity throughout our business is vital. We believe that acting responsibly is a fundamental basis in the way we do business and for creating long-term value. This entails being a responsible employer, having high integrity in our business relationships and acting with care for the societies and environments in which we operate.

This Code of Conduct defines what we in DSHWOOD believe is responsible ethical, social and environmental practice. We view the content of the Code as material and an integral part of our business relationship with individual suppliers. It is our aspiration that this Code shall be a basis for continuous engagement and dialogue in good faith.

For the purpose of this code, “suppliers” shall mean suppliers, contractors, agents and consultants who have a contractual obligation to comply with the code. The code shall cover all employees, including permanent, temporary and agency-provided.

DSHWOOD will seek to identify and address potential breaches of our Code of Conduct through systematic riskbased due diligence. This includes screening of suppliers, supplier self-assessments and audits.

If breaches are identified, the supplier and DSHWOOD will collaborate and agree on an action plan of appropriate improvement measures. These shall mitigate and remedy the adverse impacts caused by the breaches and enable the supplier to identify and prevent similar occurrences in the future. We require our suppliers to engage actively and without reservation in these activities.

We are aware that improving ethical, social and environmental performance requires time and resources. However, if a supplier by intention or repeated negligence fails to live up to this Code in a manner that is explicit and severe, or if the supplier demonstrates a continual refusal to engage in due diligence activities or a lack of commitment to make progress on issues identified, DSHWOOD reserves the right to pursue a termination of the business relationship.

## General expectations

As a signatory to the United Nations’ Global Compact DSHWOOD is committed to delivering continuous performance improvement in its four thematic areas: human rights, labour rights, environment, and anticorruption.
We expect that our suppliers – whether signatories or not – share this fundamental principle.

Suppliers are responsible for ensuring compliance with this Code of Conduct. In addition, suppliers are expected to apply appropriate due diligence measures to ensure that significant sub-suppliers comply with this Code or a similar framework.

The UN Guiding Principles on Business and Human Rights provide a universally accepted framework for operational due diligence, which can be applied to identify, prevent, mitigate and remedy adverse impacts on the rights and principles expressed in this Code. As such, suppliers are

recommended to embed the content of this Code of Conduct into their own operations through the introduction of policies, management systems and grievance mechanisms appropriate to their sector and size.

We expect our suppliers to comply with all applicable national laws, rules and regulations. If these conflict with the specific expectations of this Code, the supplier shall adhere to national regulation while seeking to honour the international rights and principles reflected in the following chapter, which is organised according to the UN Global Compact thematic areas.

## Specific expectations

### Human rights including labour rights

We expect suppliers to avoid and address adverse impacts on human and labour rights as listed in International Bill of Human Rights and the International Labour Organisations Declaration on Fundamental Principles and Rights at Work. The following highlights selected examples of concrete minimum expectations of supplier performance (listed in alphabetical order).

### Child labour

We expect that the supplier ensures that no person shall be employed at an age younger than 15 (or 14 where the law of the country permits) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

The supplier should protect young workers of legal working age, up to the age of 18, from any type of employment or work which, by its nature or circumstances in which it is carried out, is likely to jeopardise their health, safety or moral.

If a child is found working, the supplier must act in the best interest of the child, and any measures taken should aim at improving the child's situation.

### Community relations

We expect the supplier to engage and consult with potentially affected local communities, including indigenous peoples, and avoid causing or contributing to negative impacts on their human rights. This may include impacts on the environment, culture, land, infrastructure, natural resources or other factors that are important to the fulfillment of human rights for local communities including their health and livelihoods.

### Discrimination

We expect that the supplier does not discriminate in hiring, compensation, access to training, promotion, termination, retirement, working conditions, job assignments, benefits, and discipline based on personal characteristics.

### Freedom of association and the right to collective bargaining

We expect that the supplier does not prevent employees and other workers from associating freely with any lawful workers' association or collective bargaining association of their choice, or, when restricted, alternative forms of independent and free workers representation. Suppliers

shall not discriminate against worker representatives and employees who choose to affiliate or not affiliate.

## Harassment, abuse and disciplinary measures

Employees shall be treated with dignity and respect. We expect that the supplier does not use or permit the use of corporal punishment or any form of coercion, abuse or harassment. Suppliers may perform disciplinary actions that all employees have been duly made aware of and any disciplinary action shall be recorded and acknowledged by the affected employee in writing. Monetary fines are not permitted.

## Health and safety

We expect the supplier to provide safe and healthy working conditions and take appropriate precautionary measures to protect employees from work related hazards and anticipated dangers in the workplace.
The supplier shall comply with all applicable local laws and regulations to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities. We expect the supplier to continuously improve working conditions and reduce workplace related risks and hazards by e.g. introducing a written safety program, setting targets, and conducting appropriate training and ensuring management responsibility for health and safety matters.

## Hiring practices and forced labour

We expect our suppliers to provide all employees with written employment contracts outlining the conditions of employment in a language understood by the employee. Whether hired directly, by a contractor or recruited through a labour broker, suppliers will conduct due diligence efforts to prevent direct or indirect involvement in human trafficking. Forced, bonded or indentured labour, involuntary prison labour is prohibited. Employees shall be permitted to terminate employment after reasonable notice and suppliers shall not retain original identification documents, deposits or financial guarantees or withhold wages outside of a legal contractual agreement.

## Remuneration

We expect the supplier to comply with all wage and benefit laws and regulations, including those pertaining to minimum wages, overtime wages, sick leave, piece rates and other elements of compensation. The supplier shall also comply with lawful collective agreements on wages and benefits. At time of wage payment, each employee shall receive a wage statement containing at minimum all hours worked during that pay period and the rate of compensation.

## Security arrangements

We expect the supplier to ensure that the safeguarding of personnel and property is carried out in accordance with relevant human rights principles, in a manner that avoids or minimises risks to workers and communities.

## Working hours

We expect that the supplier does not require employees to work more than the lesser of 60 hours per week including overtime, or the limits on regular and overtime hours allowed by law or

collective agreements. Workers shall be entitled to rest breaks in accordance with the law and at least one day off in every seven-day period.

Particular employees with unusual working conditions may be exempted from this general requirement when covered by specific national or international legislation, however over the course of 12 weeks any employee shall not on average be required to work more than 60 hours per week, including overtime.

## Environment

The supplier shall meet all relevant local and national environmental regulations, and maintain all applicable licenses, registrations or permits. We expect the supplier to strive to minimise adverse impacts on the environment, human health and livelihoods, including through the establishment of control mechanisms for the prevention of pollution from hazardous substances, waste and effluents, and air emissions. We expect the supplier to promote the sustainable and efficient use of natural resources and land, and to protect biodiversity.

Suppliers will prepare procedures to respond to emergency situations, abnormal emission and dispersion conditions, and the exceeding of air quality criteria, including immediate measures to protect human health and the environment.

## Anti-corruption

We expect the highest standards of integrity in all business interactions. The supplier shall not engage in any form of corrupt practices, including extortion, fraud, or bribery whether direct or indirect. For most suppliers, anticorruption requirements are directly regulated through contractual conditions.