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Code of Conduct

Our common
ethical guidelines

Introduction

In cooperation with our customer and our supplier we continuously strive to meet high standards in every area of our business. Our customers expect us to be total solutions provider, understanding their needs and managing supply with precision. In doing so Nitton93 is a company meeting high ethical standards, holding ourselves and our supplier accountable in following legislations, regulations, industry standards and best practice.

The Nitton93 Supplier Code of Conduct (The 'Code') defines the minimum standards that we ask our suppliers to respect when conducting business with Nitton93. This Code covers the four areas of sustainability being human rights, labor rights, environment, and anti-corruption, and is based on the 10 principles of the UN Global Compact and its underlying conventions and declarations. If this Code sets out stricter requirements than national legislation, this Code shall prevail. Exceptions are only accepted if the provisions in this Code are in direct conflict with national legislation.

We expect our Suppliers to be transparent regarding the fulfilment of this Code. Nitton93 will assess supplier compliance according to this Code and in doing so we reserve the right to perform audits on our own, by third parties or by evaluating self-assessments performed by our suppliers.

In performing supplier evaluation and deciding on future suppliers' adherence to the code will be a main factor.

Scope

This Supplier Code of Conduct applies to suppliers with whom Nitton93 does business, including the supplier's parent company, subsidiaries, sub-suppliers and contracted parties ('The Supplier'/'Suppliers'). The Code also applies to all the Suppliers' employees, whether permanent or temporary, apprentices or contracted through an employment agency ('employees'/'workers').

Human Rights

Fundamental human rights

Nitton93 expects the Supplier to respect all fundamental human rights throughout its business activities. The Supplier shall also ensure that all employees are aware of and understand these rights.

Fair and Equal Treatment

The Supplier shall treat all employees with respect and dignity and protect workers' right to integrity and privacy. The Supplier shall not discriminate on grounds such as ethnicity, gender, sexual orientation, marital, social or parental status, religion, political grounds, nationality, disability, medical status, age or union affiliation.

Any form of psychological, physical, sexual, or verbal abuse, intimidation, threat or harassment must not be tolerated. Threats about suspended salary and or/unlawful deductions are not allowed, neither by an employer or a recruitment company.

Labour rights

Freedom of Association and Collective Bargaining

The Supplier must grant its employees the right to join or not to join a workers' association of their choice and to take collective action to pursue the interest of its members, including collective bargaining.

Forced labour

All work shall be voluntary, and workers shall be free to leave work or terminate their employment upon reasonable notice. The employer and/or a recruiter is never allowed to retain employees' identification, passports, work permits or deposits as a condition of employment or confinement.

Child labour & Young workers

The use of child labour is strictly prohibited and no child below 15 is allowed to work. If the Supplier employs young workers below the age of 18, they must have restricted working hours (maximum 8 hours per day) and the Supplier must demonstrate that the employment does not expose them to physical, mental or emotional harm.

Employment practices

The Supplier shall only employ workers in their facility that is legally approved to work. The Supplier is responsible for validating employees' eligibility to work through documentation such as identification, passports and work permits.

Employment terms

All employees are entitled to written working contracts that at least states hours of work, wage, overtime compensation rate, pay date, holiday and notice period.

A pay slip shall be given to all employees at the pay date, clearly stating the hours worked, including overtime hours, wage base, insurance as well as taxes paid by the employer. Employer responsibilities shall not be avoided by the Supplier through contracting or subcontracting workers or by organizing other arrangements.

Working hours

The Supplier shall not require employees to work more than 48 hours in a regular workweek. Every workday shall include a break of a minimum of 30 minutes. All employees shall be allowed at least one day off (24 hour) per week. Overtime hours shall not exceed 12 hours per week, resulting in a workweek of maximum 60 hours, unless stated otherwise by a collective bargaining agreement. Employees are entitled to sick pay, at least three weeks of annual paid holiday and a minimum of 14 weeks maternity leave. The Supplier shall ensure that employees work in accordance with stipulated working hours, overtime hours, breaks, rest periods, holidays, and parental leave included.

Labour rights

Wages

The Supplier shall ensure that all employees are paid a living wage, which at least meets the basic needs of the employee, and provides a discretionary income. Any overtime worked shall be voluntary and compensated at premium rate.

Health and safety

The Supplier shall provide its employees with a safe and healthy working environment by pursuing a systematic way of working with health and safety. Safe drinking water and lockable, gender separated sanitation facilities shall be always provided and be readily accessible. All facilities must be constructed and maintained in a safe manner and be equipped with adequate lighting, a pleasant temperature and well-functioning ventilation systems.

Risk assessments where occupational hazards have been identified shall be conducted regularly as well as measures taken to prevent these hazards. Personal protective equipment must be provided to employees free of charge, regardless of employment form. The equipment shall always be in good condition and be replaced by the employer when needed. Machinery shall be equipped with safeguards and first aid kits shall be readily accessible at or near every workstation in the workplace.

The Supplier shall make sure that there are adequate amount of emergency exits that are clearly marked with exit signs. There shall be several emergency evacuations plans in the facility that also indicate the nearest exit routes and where first aid kits are placed. The workplace facilities shall be equipped with an adequate number of fire alarms and fire extinguishers and/or hoses that are regularly inspected.

Regular training in labour rights, health and safety, including fire safety, first aid, machine safety and personal protective equipment, shall be provided to employees. Activities, participants and dates of the trainings shall be clearly registered. Work related accidents must be reported and investigated.

Accommodation

When provided by the Supplier, dormitory facilities and other accommodation shall be clearly segregated from the factory and production area. These shall be clean and safe and meet the health and safety standards as specified in this Code. Workers shall, at all times, have access to potable water, lockable sanitation facilities, a place for sanitary food preparation that is separate from sanitary facilities, storage facilities and be able to enter and leave the worker accommodation freely at any hour.

Environment

Environmental approach

The Supplier shall apply a precautionary approach towards environmental and climate matters and protect biodiversity. Suppliers running operations with high environmental impact, e.g. factories, processing facilities and large-scale agriculture, shall establish an environmental program with measurable targets for improved environmental and public health and safety levels including a risk management plan to prevent, reduce and control serious harm to the environment.

Hazardous Materials

The Supplier shall identify hazardous materials and keep them to an absolute minimum. When used, the Supplier shall ensure safe handling, means of transportation, storage, recycling, reuse and disposal. The Supplier shall comply with material restrictions and product safety requirements set by applicable regulations such as REACH and RoHS. All hazardous materials must be clearly marked with a Material Safety Data Sheet (MSDS) and employees shall be trained in product safety and chemical practices.

Resource use

The Supplier shall optimize its consumption of natural resources and apply a circular economy approach when handling excessive or residual material. Energy and water shall be used responsibly,

be measured regularly and clear reduction targets shall be set. Renewable energy sources shall be prioritized as well as the development and use of environmental technology. The Supplier shall, to the highest extent possible, strive to reduce and recycle resources.

Emissions and waste

Greenhouse gas emissions from operations with high environmental impact shall be measured, controlled and kept to a minimum. The Supplier shall also evaluate and choose the mode of transport that causes least harm to the environment. The Supplier shall monitor, control, and treat wastewater and solid waste generated from operations before discharge or disposal.

Responsible sourcing of materials

Suppliers providing products to Nitton93 containing conflict minerals (tin, tantalum, tungsten, gold and/or cobalt) shall exercise due diligence to reasonably assure that extraction and trade of the minerals do not directly or indirectly finance, or benefit armed groups and/or contribute to the human rights abuses, e.g. in the form of land grabbing. Conducting due diligence also applies to all suppliers providing products to Nitton93.

Anti-corruption

Anti-corruption practices

All forms of corruption are strictly prohibited. An anti-corruption policy and an anti-corruption program shall be in place. Internal control measures shall also be carried out and reported to prevent corruption and accusations of corruption. Anti-corruption training shall be provided to managers and to employees working in positions prone to corruption, such as purchasing, sales and financial transactions.

Competition

Free market regulations shall be respected, meaning it is strictly forbidden for Suppliers to take part in cartels for price adjustments, beneficiary services or market distortion. The Supplier shall ensure that all taxes are paid in all local countries of operation, and that transfer pricing manipulation or abusive transfer pricing do not occur.

Bribery and fraud

The Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage to obtain or retain a business or other advantage from any party. The Supplier shall not pay or accept facilitation payments and must prevent direct or indirect financial crime such as money laundry, fraud or embezzlement, by having a process in place for identifying and handling such incidents.

Conflict of interest

Business decisions shall never be motivated by personal relationships and/or interests. This regard hiring practices, including nepotism and cronyism. If a conflict of interest is presented, the Supplier must take precautionary action and decline partnership or collaboration with the partner in question or inform Nitton93 about the risk. Protection of Intellectual Property and Confidential Information.

Suppliers shall protect intellectual property and confidential business information to prevent unauthorized disclosure.

Grievance mechanisms

The Supplier shall have systems in place for both employees and business partners enabling anonymous grievances. The Supplier shall also maintain procedures to ensure the protection of whistle-blowers and to prohibit reprisals against workers who make a report in good faith.

Compliance

Nitton93 recognizes that reaching the standards established in this Code is an on-going process and encourages all Suppliers to continuously improve their operations. Nitton93 may ask the Supplier to participate in activities such as self-assessments.

Nitton93 also reserves the right to, on their own or through a third party, conduct audits of the Supplier and its sub-suppliers and subcontractors to ensure compliance with Nitton93's Supplier Code of Conduct. In case of such requests, the Supplier shall cooperate.

Responsibilities and breaches

The Supplier is responsible for staying updated about any changes of this Code and for ensuring that the principles in Nitton93's Supplier Code of Conduct are met, also by its sub-suppliers and subcontractors. If the Supplier discovers breaches against the Code within the company or amongst its suppliers, the Supplier shall immediately inform Nitton93.

In such an event the Supplier may, at the request of Nitton93, be asked to provide a Corrective Action Plan for Nitton93 to approve. In case of repeated, intended or withheld breaches against the Code, Nitton93 reserves the right to terminate the contract with the Supplier.

Consent

As a Supplier to Nitton93, we hereby confirm that we have taken part of this Supplier Code of Conduct. We understand our responsibility to inform our employees and suppliers about its content and we ensure to follow the principles set out in this Code.

Contact

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